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El Paso Co. School District No. 11 Board of Education and Colorado Springs Teachers Association (1984)

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El Paso Co. School District No. 11 Board of Education and Colorado Springs Teachers Association (1984)

Keywords

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Comments

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MASTER AGREEMENT

between

THE COLORADO SPRINGS
TEACHERS ASSOCIATION

and

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 11
COLORADO SPRINGS, COLORADO

January 1, 1984 - December 31, 1985

X-12/85

NEGOTIATIONS PARTICIPANTS

BOARDS

Board of Education

Glenn D. Carey President
Naomi J. Todd Vice President
Millen C. Clawson
Ben Glidden
Mary Ellen McNally
Naomi J. Todd
Ethel Zinn

CSTA Board of Directors

Prentis Porter President
Myron Klingensmith . Vice President
Irma Valerio Secretary
Peggy Wimberly Treasurer
Gary Sherman . Senior High Director
Leonard Lemesany . . . Junior High
Director
Eddie Bailey . Intermediate Director
Marge Swearingen . Primary Director
Mike Franco ESP Director
Diana Riedell ESP Director
Tom Ivey Executive Director

NEGOTIATIONS TEAMS

Gary Beard
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Bob Hampson
Jim Mullikin
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THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 11 IN THE COUNTY OF EL PASO, AND STATE OF COLORADO (hereinafter called "the Board"), AND THE COLORADO SPRINGS TEACHERS ASSOCIATION, A COLORADO CORPORATION NOT FOR PROFIT (hereinafter called "the Association") ON BEHALF OF ITSELF AND THE TEACHERS OF THE DISTRICT ON DECEMBER 14, 1983.

This agreement is dedicated to John Allen, in memory of his labor and concern for educational excellence in the classroom, leadership in the teaching profession, and advocacy for public education in the Colorado Springs community.

ARTICLE 1

RECOGNITION AND DURATION

- 1.1 The Board hereby recognizes the Association as the sole and exclusive bargaining agent of all properly certificated or authorized professional staff who are under contract with the District, and for whom remuneration is indicated herein. This provision shall include persons who are on authorized leave of absence and all personnel assigned to newly created teaching or teaching-related positions, unless such positions are supervisory or administrative. The term "teacher" when used herein shall refer to all persons represented by the Association and to no other.
- 1.2 The Board agrees not to recognize or negotiate with any employee organization, other than the Association, claiming to represent those certificated staff covered by this Agreement.
- 1.3 The parties agree that other nonadministrative or nonsupervisory certificated or professional personnel shall obtain representation by the Association whenever a majority of the employee classification wherein such personnel are assigned shall indicate in an election, conducted in accordance with the rules of the American Arbitration Association from time to time in effect, its desire to have the Association act in that capacity. The Association may decline to represent any such classification.
- 1.4 If at any time not less than 90 days nor more than 120 days prior to the end of this Agreement, the Board receives a petition signed by 30 per cent of the Association's bargaining unit, the Board shall schedule a representative election. The election shall be conducted under the auspices of the American Arbitration Association and under the rules from time to time in effect with the American Arbitration Association. If the Association's representation rights are challenged by another organization within such election, the losing organization shall pay all costs of the election.
- 1.5 Notwithstanding any other provisions of this Agreement, the parties agree that the Association shall continue as the sole and exclusive bargaining agent and representative of all teachers for the duration of this Agreement and for such additional time as its recognition may be mutually extended by the parties or under law.

ARTICLE 2

GENERAL PROVISIONS

2.1 INTENT OF THE PARTIES

It is the mutual intent of the parties to provide the best possible education to the students of Colorado Springs and to expand the life opportunities and options for all students. The parties recognize that the cooperation between them reflected within and without this Agreement is an asset to the civic and educational communities and is of substantial benefit to the School District, its officers, staff, and students.

2.2 DISCRIMINATION

2.2.1 The Board shall not discriminate against any teachers on the basis of race, creed, color, national origin, sex, marital status, membership or nonmembership in any teacher organization.

2.2.2 The Association shall admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, so long as a teacher shall meet the qualifications for membership set forth in the Association's bylaws. The Association shall equally represent all teachers under the terms of this Agreement without regard to membership or nonmembership in the Association, recognizing that membership in the Association is voluntary.

2.2.3 Nothing contained herein shall be interpreted in such a way as to limit the right of the Board to establish qualifications for employment in the District.

2.3 AGREEMENT CONSTITUTES POLICY

This Agreement constitutes officially adopted Board policy for the term of said Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect. No change, rescission, alteration, or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon. An individual contract between the Board and any individual teacher heretofore or hereafter executed shall be subject to and dependent upon the provision of this Agreement. If any contract between the Board and any individual teacher shall contain any language inconsistent with any term or provision of this Agreement, the terms and provisions of this Agreement shall be controlling.

2.4 WAIVER PROVISION

2.4.1 Failure of either party to require performance by the other party of any promise, condition, or covenant herein shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any covenant, promise or condition hereof be taken or held to be a waiver of the condition, promise, or covenant itself.

ARTICLE 2 GENERAL PROVISIONS (continued)

2.4.2 Any other provision herein notwithstanding, the parties shall have the joint right to mutually agree upon any method for achieving goals or for resolution of any question, controversy, claim, or matter of difference related to this Agreement or the performance or breach of any part hereof.

2.5 CONTROLLING POLICY

In the event of any conflict between the provisions of this Agreement and any Board policy or procedure, or any administrative directive or regulation, the provisions of this Agreement shall prevail.

2.6 CONFLICT WITH LAW

2.6.1 If any word, phrase or provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law by a court of competent jurisdiction, such word, phrase or provision or application will be deemed valid and subsisting only to the extent permitted by law, but all other words, phrases, provisions, and applications will continue in full force and effect. The parties will meet not later than 30 days after any such holding for the purpose of renegotiating the provisions affected.

2.6.2 Any provision of this Agreement which is contrary to law, but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of such legislation or the issuance of such ruling.

2.6.3 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado and the Constitution and Laws of the United States.

2.7 FORMS

Such leave forms and employment contracts as are used by the parties from time to time in functions covered by this Agreement shall reference the articles and paragraphs of this Agreement pertaining to the subject matter of the forms in question.

2.8 CHIEF EXECUTIVE OFFICER OF THE BOARD

The Association recognizes the Superintendent of Schools as the Chief Executive Officer of the Board.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 UNIT INTEGRITY

- 3.1.1 The parties agree that the duties and responsibilities of the individuals and classifications within the Association's negotiating unit are a condition of employment, and that any compensation paid for such additional duties and/or responsibilities is a proper subject for negotiations between the parties.
- 3.1.2 The parties recognize that some change in duties and responsibilities of both individuals and classifications may be necessary and proper, provided they do not impose significant supervisory or managerial responsibilities upon the members of the Association's negotiating unit, without the agreement of the Association.

3.2 ACCESS TO DATA AND RECORDS

- 3.2.1 The Association President shall be furnished with copies of all publications, directives, or memoranda interpreting this Agreement sent to other administrators by any administrator which affect the members of the Association's negotiating unit or the implementation of this Agreement.
- 3.2.2 The Superintendent will make available upon request of the Association all available information concerning the financial resources of budgets, salary listings and salary schedules, periodic personnel reports, periodic lists of expenditures, teacher assignment lists, and all personnel information not of a confidential nature to the Board, consistent with the Colorado Open Records Law.
- 3.2.3 As regards any grievance, the Board will make available to the aggrieved teacher and the Association all pertinent information not privileged under law in its possession or control which may be relevant to the issues raised by the grievance.
- 3.2.4 The Office of Personnel Services will furnish the Association with advance copies of all personnel reports and recommendations made to the Board, which affect members of the Association's negotiating unit.
- 3.2.5 Within three days after a teacher has received notification of transfer, the Association shall receive written notification of such transfer from the Office of Personnel Services. Upon request, the Association shall also be furnished by June 1 with a list of all teachers who have been transferred to that date with the school and department indicated.

ARTICLE 3 ASSOCIATION RIGHTS (Continued)

3.2.6 The Board agrees to provide the Association with an advance copy of the agenda for each official Board meeting and a copy of the minutes of each official Board meeting. In case of any special meeting, notification to the President or Executive Director of the Association will be made at the time the meeting is scheduled. Such notification will include disclosure of scheduled agenda items.

3.3 DUES DEDUCTION AND COOPERATION WITH ASSOCIATION PROGRAMS

3.3.1 The Board agrees to deduct from the salary of members of the Association an amount of money sufficient to pay the member's dues and contributions as certified by the Association, where such deductions have been requested in writing by the individual members. The Board further agrees to transmit all such monies so deducted to the Association on a regular monthly basis.

3.3.2 The Association will periodically furnish the Board with a list of all members who have authorized dues deduction. The Association shall also furnish the Board with a dues deduction form properly signed by the member. Such forms shall remain in effect during the employment of the member until such time as revoked by the member under the following process:

3.3.2.1 Any member may revoke his or her dues deduction authorization for the following year at any time prior to September 10 by filling out the revocation form at the Association office.

3.3.2.2 Dues deduction authorization revocations should be sent to the Board through the Association.

3.3.2.3 A member of the Association who wishes to halt payroll deduction effective during the school year will have the balance of the dues owed deducted from his or her next paycheck if there is sufficient amount to do so after other deductions of legal priority have been made.

3.3.2.4 The Association shall provide the above information on the legal and binding dues authorization contract between the teacher and the Association which is signed by each member and transmitted to the District's Accounting Office.

3.3.3 A member of the Association who leaves the payroll effective during the school year, and who has authorized dues deduction through payroll deductions, will have the balance of dues deducted from his or her last paycheck if there is a sufficient amount to do so after other deductions of legal priority have been made. It is understood that in cases of hardship and cases involving unusual circumstances the Association may waive the balance of dues owed.

3.3.4 The Association agrees to hold the Board harmless from any and all damages resulting from any error on the part of the Association or from any provision of this Article.

ARTICLE 3 ASSOCIATION RIGHTS (continued)

3.3.5 All dues deduction forms used by the Association shall include a statement signed by the member which relieves the Board and its agents and officers of all liability resulting from the Board's compliance with this Article.

3.3.6 On November 1 of each year the Board will provide the Association with a list of those employees who have authorized the Board to deduct dues under the provisions of this Article. The Board will notify the Association monthly thereafter of any changes in this list.

3.4 ASSOCIATION OFFICERS AND OFFICIALS

3.4.1 The Board agrees to recognize the Association President, the Association Executive Director as his designee, and such other persons as may be designated by the President as acting on behalf of the Association.

3.4.2 The Board shall grant the following to the Association President, one of which he or she may choose: (1) Release time of one-half day. The Association and the Board will share equally the cost of a one-half time contracted teacher on regular salary, or; (2) leave of absence. The Board agrees to pay an annual amount equal to 25% of salary with the Association paying the balance. The President shall receive credit toward salary increases while on leave and shall receive normal insurance and retirement benefits as if a full-time employee of the District. The Association's annual reimbursement for 75% of the President's salary shall be made to the District in two equal payments to be made on January 31 and June 1.

3.4.2.1 Upon completion of his or her term of office, the teacher who has acted as President of the Association shall be returned to his/her former duties in accordance with Article 9.3.2.

3.4.3 The President and/or his or her designee and the Executive Director shall have access to any school, provided that they shall notify the principal's office upon their entrance to any school. Visits that are made to solve special problems of teachers shall not interrupt regular class schedules unless it is an extreme emergency. Visits may be made before or after class, at the noon lunch break, or during the teacher's planning time. Such meetings shall not interfere with the normal teaching duties of the teacher. If an emergency necessitates the interruption of class schedules, prior arrangements shall be made with the Principal or, in his absence, the acting administrator.

3.5 ASSOCIATION FACULTY REPRESENTATIVE

3.5.1 The Association agrees to have no more than one Faculty Representative for every 25 teachers, or major fraction thereof, at a school. However, when a school is scheduled on an extended day basis, one additional Faculty Representative may be elected.

ARTICLE 3 ASSOCIATION RIGHTS (continued)

- 3.5.2 The Principal of each school and the Faculty Representative will meet at the request of either party to discuss the administration of this Agreement and to discuss the procedures for the improvement of the school program and policies.
- 3.5.3 The Faculty Representative shall have the right to schedule Association meetings where such meetings do not interfere with the normal teaching duties of the teachers and conduct of business at the school.
- 3.5.4 The Faculty Representative shall have the use of a bulletin board in the faculty lounge or in the alternative, some other location determined by the Faculty Representative and the Principal. This bulletin board shall be used primarily for Association announcements.
- 3.5.5 Upon request, the Faculty Representative may be given time at each faculty meeting for brief announcements.
- 3.5.6 The communication system shall be available for use by the Faculty Representative to make announcements concerning Association business upon scheduling through the Principal's office where announcements do not interfere with the normal teaching duties of teachers or the conduct of business at the school.
- 3.5.7 The Association shall establish the rules by which Faculty Representatives are elected to office. The Association shall have the right to conduct meetings within a school for the purpose of electing a Faculty Representative whenever such meetings do not interfere with the normal teaching duties of the teacher or the conduct of business at the school.
- 3.5.8 The Association and/or the Faculty Representative has the right to be present at any grievance meeting where such attendance is requested by the aggrieved.
- 3.5.9 When it is necessary at LEVEL TWO or LEVEL THREE for a Representative or Representatives designated by the Association, to attend a meeting or hearing called by the Superintendent during the school day, the Superintendent's Office shall so notify the Principal of such Association Representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

3.6 PARTICIPATION IN COMMITTEES

- 3.6.1 The Board agrees to assign one Association Representative (as designated by the Association President) to all committees for remodeling and construction of school buildings.
- 3.6.2 The Board agrees to assign one Association Representative (as designated by the Association President) to each District personnel interview committee.

ARTICLE 3 ASSOCIATION RIGHTS (continued)

3.7 USE OF SCHOOL FACILITIES

- 3.7.1 The Association has the right to use school facilities without cost where no additional cost is incurred by the District. If additional costs are incurred by the District, such costs will be borne by the Association.
- 3.7.2 The Principal of a building where an Association meeting is scheduled will be consulted in advance of the time and place for the meeting.
- 3.7.3 The Association shall have priority for building use where no conflict exists with the normal conduct of school activities and no other group has previously scheduled a meeting.
- 3.7.4 Where the Association meeting includes more teachers than from a single building, the arrangement for use of a school building shall be made at least one day in advance through the Business Office of the District.
- 3.7.5 All requests for building use shall be made a reasonable time before the date of such meetings.
- 3.7.6 The Association shall have the right to place notices, circulars, and other materials relevant to the Association's business on faculty lounge bulletin boards and in teachers' mailboxes. The Association shall provide copies of all such materials to the building Principal, the Office of Personnel Services, individual members of the Board, and the Office of the Superintendent.
- 3.7.7 Notwithstanding the above, materials of a political nature which endorse or oppose a political candidate for public office may be transmitted in bulk to the Association's faculty representatives through the school mails; however, such materials may not be distributed in the teachers' mailboxes or posted on bulletin boards in the school.
- 3.7.8 The Association shall have use of the District's regularly scheduled daily pick up and delivery service.

ARTICLE 4
TEACHERS RIGHTS

4.1 The parties agree that the following are rights of teachers existing in addition to rights shown elsewhere in this Agreement.

4.2 NONRENEWAL OF CONTRACT

4.2.1 A probationary teacher whose contract is not renewed shall have the right to be given all reasons for such nonrenewal. All such reasons shall be in writing if requested by the teacher.

4.2.2 Any teacher whose contract is not renewed during the second or third year of employment (as defined by law) in the District may demand a review of the nonrenewal through the grievance procedure.

4.2.3 This procedure shall be advisory and shall in no way detract from the legal authority of the Board in handling such matters.

4.2.4 Subject to the requirements of Article 20 (Layoff and Recall), the following teachers may be nonrenewed without regard to their assessments:

4.2.4.1 Teachers issued a contract for fewer than 160 teaching days.

4.2.4.2 Teachers who are employed part time as defined by the Colorado Teacher Employment, Dismissal, and Tenure Act of 1967, Colorado Revised Statutes, section 22-63-101 and following.

4.2.4.3 Teachers employed for the full school year to replace teachers who will be on an approved leaves of absence.

However, teachers employed pursuant to Article 4.2.4.3 shall be given priority over new applicants for openings for which they qualify in the same subject area and at the same level of the previous year's employment (primary, intermediate, junior high, or senior high) prior to the beginning of the next school year.

4.3 DEPRIVATION OF ADDITIONAL COMPENSATION

Teachers receiving additional monetary compensation for extra services and/or responsibilities shall not be deprived of such compensation without just cause.

ARTICLE 4 TEACHERS RIGHTS (continued)

4.4 TEACHING OF CONTROVERSIAL ISSUES

The parties agree that the actions of an individual teacher in carrying out an educational program can properly involve controversial issues which may be questioned by students, parents, other teachers, administrators, or members of the community. It is the teacher's responsibility to bring out the various sides of controversial questions that would allow the student to make an educated judgment. The teacher has the right to express his or her opinions, but in doing so it is important that the students understand that it is the teacher's own opinion and is not to be accepted by them as an authoritative answer. When discussing controversial issues the student has the right to have free access to relevant information, including the materials that circulate freely in the community; to study under competent instruction in an atmosphere of freedom from bias and prejudice; and to form and express his or her own opinions on controversial issues without thereby jeopardizing his or her relationship with the teacher or the school. Teachers are assured of the support of the Board of Education when the actions of the teacher are in accord with the law and the terms and provisions of this Agreement.

4.5 POSTING OF BYLAWS, POLICIES, AND PROCEDURES

The Board agrees to maintain one up-to-date copy of all bylaws and Policies of the Board of Education of School District No. 11, a copy of Colorado School Laws, and an up-to-date copy of all Personnel Policies and Procedures in the faculty lounge in each school.

4.6 Nothing in this Agreement shall be construed to deny to any teacher rights existing in the law.

4.7 Pursuant to the Teacher Employment, Dismissal, and Tenure Act of 1967, a probationary teacher employed by the District shall be deemed reemployed for the succeeding academic year unless the Board causes written notice to the contrary to be given to such teacher on or before the statutory deadline.

4.8 Any teacher may review material made a part of his/her personnel record in files maintained by the District, subject to the provisions of the Colorado Open Records Law. A teacher shall be given a copy of any derogatory material placed in his/her central personnel file. Each teacher shall have the right to make a written response to any material in their files.

4.9 Teachers will not be disciplined without sufficient cause.

4.10 No discrimination or retaliation shall be taken against any member of the negotiating unit who participated in the 1975 teachers' strike. No entry will be made in the personnel files of those members of the negotiating unit who participated in that strike.

ARTICLE 5
DISTRICT RIGHTS

- 5.1 The District retains all rights, except to the extent that such rights have been limited by the specific provisions of this Agreement.

ARTICLE 6

NEGOTIATING PROCEDURES/JOINT COUNCIL

6.1 NEGOTIATIONS SCHEDULE

- 6.1.1 On or before September 16, 1985, the parties shall begin negotiations on a successor agreement to become effective on January 1, 1986.
- 6.1.2 Negotiations will be conducted at times during the school day and places mutually agreeable to the respective negotiating teams, provided that the first negotiating session shall be held not later than September 16, 1985 and that negotiations shall terminate not later than October 11, 1985.
- 6.1.3 During the term of this Agreement, the parties may agree to negotiate any matter of mutual concern. Specific provisions may be negotiated if such are identified by an arbitrator as being ambiguous or inconsistent with the intent of the parties.
- 6.1.4 In the event that the District determines to reestablish a year-round school program, the District agrees to negotiate with the Association concerning the effect, if any, of such action on the provisions of this Agreement. If implementation of a year-round school program is to occur subsequent to the next regularly scheduled negotiations period provided for in this Agreement, then the effect of such action on this Agreement shall be included as a mutual item for discussion during such negotiations. However, if the implementation of a year-round school program is to occur prior to the next regularly scheduled negotiations period, the parties agree to reopen negotiations upon the request of either party solely for the purpose of considering the effect, if any, such action will have on the terms of this Agreement.

6.2 CONDUCT OF NEGOTIATIONS

- 6.2.1 The parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues which arise during the negotiations process. The obligation of good faith negotiations does not compel either party to agree to a proposal or require the making of a concession.
- 6.2.2 All negotiating sessions between the negotiating teams will be closed, except for the negotiating session at which the parties' respective proposals are exchanged shall be open to the public. During negotiations, no public releases of information shall be made unless agreed to by both parties; and, in such cases, the release shall be in writing and both parties shall approve the release prior to its dissemination.

ARTICLE 6 NEGOTIATING PROCEDURES/JOINT COUNCIL (continued)

- 6.2.3 If all issues are not resolved by October 11, 1985, negotiations shall terminate unless the negotiating teams agree upon an extension; provided, however, that either negotiating team shall have the right to declare impasse at any time after negotiations have commenced.
- 6.2.4 A post-negotiation conference will be held no later than five days after negotiations terminate. The members to this conference shall attempt to prepare joint recommendations to both teams regarding any unresolved issues. All joint recommendations will be sent back to the teams for approval or rejection. In the event the participants are unable to submit acceptable recommendations to their respective teams, the unresolved issues shall be submitted to mediation at the request of either party in accordance with Article 6.4 below.
- 6.2.5 Upon agreement between the parties, the separate mediation and fact-finding procedures will be handled concurrently. If mediation is attempted separately and does not produce an agreement, the unresolved issues shall be submitted to fact-finding at the request of either party, in accordance with Article 6.4 below.

6.3 ADOPTING AGREEMENTS

- 6.3.1 Tentative agreements on individual issues reached during negotiations, mediation, or fact-finding will be reduced to writing and will have the conditional approval of both negotiating teams. Final agreement on any matter in negotiations is reached when the parties have tentative agreement on all matters in negotiations. Tentative agreement by either party is necessarily conditional upon tentative agreement by both parties.
- 6.3.2 A negotiated Agreement upon which final agreement has been reached is first subject to ratification by the Association. Following ratification by the Association, the Agreement shall be subject to ratification by the Board at an official meeting which shall take place within 30 days of the date the Association ratifies. After ratification by both parties, the chief officers of the Board and the Association shall sign the ratified Agreement.

6.4 SELECTION OF NEUTRALS

- 6.4.1 If the parties do not agree upon a neutral within three days from the date of a written request to mediate or fact find, the moving party may initiate mediation or fact finding by requesting the American Arbitration Association to send a list of neutrals to both parties. The parties agree to adopt the rules of the American Arbitration Association. The selection of the neutral for mediation or fact finding shall follow the procedure outlined by the American Arbitration Association.

ARTICLE 6 NEGOTIATING PROCEDURES/JOINT COUNCIL (continued)

6.4.2 If either party is unwilling to await the expiration of times for the full selection procedure, or if either party is dissatisfied with the time necessary to await the selected neutral, the following procedure shall be adhered to by the parties: A conference telephone call shall be placed to the Administrator of the American Arbitration Association from Representatives of both parties. Such Representatives shall inform the Administrator of the problems involved in negotiations and request that he appoint a qualified and experienced neutral who will begin mediation and/or fact-finding of the unresolved issues as soon as possible. The parties shall not, during the course of the phone call, recommend the exclusion of any possible neutral, unless they have mutually agreed to do so prior to the conference call. The neutral named by the Administrator will be accepted by both parties.

6.4.3 Notwithstanding the provisions of this Article, upon mutual consent of the parties any dispute arising from negotiations impasse may be referred to any agency or body of the Federal Government which offers the services of advice, counsel, mediation, or fact-finding in the public or private sector. Upon mutual consent of the parties, the above agency or body of the Federal Government may be used for impasse resolution in lieu of the American Arbitration Association.

6.4.4 The costs for the services of any neutral, including expenses, shall be shared equally by the Board and the Association.

6.5 MISCELLANEOUS PROCEDURES FOR MEDIATION OR FACT-FINDING

6.5.1 All mediation meetings and fact-finding hearings shall be held in closed session and no release of information concerning the progress of fact-finding shall be made to the public or the press except by or at the direction of the neutral.

6.5.2 Should the neutral elect to receive summary briefs of the positions of each of the parties, such briefs shall be delivered to the neutral no later than five days following the last fact-finding hearing. The fact-finding process shall be conducted daily from the date it begins unless otherwise agreed to by both parties.

6.5.3 As soon as possible after the conclusion of fact-finding hearings, the fact-finder shall submit a report in writing to the Board and the Association only and shall set forth his finding of fact, awards, rationale, and recommendations on the issues submitted to fact-finding. His findings shall be advisory only and binding neither on the Board nor upon the Association.

6.5.4 Within five days after receiving the report of the fact-finder, the Representatives of the parties shall meet to discuss the report. No releases of information shall be made to the public or the press until after such meeting.

ARTICLE 6 NEGOTIATING PROCEDURES/JOINT COUNCIL (continued)

6.5.5 The parties shall take official action on the report of the fact-finder not later than 15 days following the meeting provided for in Article 6.5.4 above.

6.5.6 Nothing contained in this Article shall limit the rights of the parties to mutually agree upon any other method or procedure for the conduct of negotiations, selection of a neutral, or the resolution of unresolved issues.

6.6 JOINT COUNCIL

6.6.1 The parties recognize that certain matters are of such importance in maintaining quality education and high teacher morale that they require continuing study and investigation. To this end, the parties agree to work through a ten-member Joint Council, five members of which shall be teachers appointed by the Association and five members of which shall be administrators appointed by the Superintendent. If possible, the negotiations spokespersons for the Association and the District shall be members of the Joint Council.

6.6.2 If requested by either party, Joint Council shall meet at least once monthly, with the Association President and the Superintendent in attendance.

6.6.3 Joint Council is empowered to investigate matters related to the school system which are requested by either party, or which are brought before it by teachers who have exhausted other avenues of problem resolution.

6.6.3.1 Joint Council shall not consider situations which are grievable or otherwise enforceable under provisions of this Agreement.

6.6.4 Joint Council is empowered to appoint joint study committees to report on matters requiring indepth study.

6.6.5 Joint Council shall recommend policy to the Board and make procedural recommendations to the Superintendent in the absence of policy.

6.6.6 Negotiations Items:

6.6.6.1 Such matters as are in current negotiations shall not be considered by Joint Council.

6.6.6.2 Such matters as are referred to Joint Council by any negotiated agreement shall be considered promptly unless mutually agreed otherwise until Joint Council has prepared a comprehensive report and recommendations on such matters.

6.6.6.3 Items specifically referred to Joint Council by other provisions of this Agreement shall be given priority consideration. When Joint Council makes its reports and recommendations on such items, they shall be referred to the parties for ratification, and if ratified, added to this Agreement.

ARTICLE 6 NEGOTIATING PROCEDURES/JOINT COUNCIL (continued)

- 6.6.7 Joint Council shall be provided with a budget appropriation to cover approved operating expenses. Subject to approval by the Superintendent, Joint Council shall determine the distribution of funds from this allocation, according to its needs and priorities.
- 6.6.8 Joint Council shall recommend the school calendar each year to the Board. If possible, the Board shall establish the calendar by October 15 of each year for the following school year.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 DEFINITIONS

- 7.1.1 "Grievance" shall mean a written statement by the Association or by a member of the Association's negotiating unit that there has been a violation, misinterpretation, misapplication, or inequitable application of any of the provisions of this Agreement.
- 7.1.2 "Aggrieved Person" shall mean the Association or a member of the Association's negotiating unit presently employed (or on leave) in the District who asserts a grievance.
- 7.1.3 "Person In Interest" shall mean an administrator who might be required to take action or against whom action might be taken in order to resolve a grievance.
- 7.1.4 "Concerned Person" is any teacher, except the aggrieved, who is directly affected by the grievance.

7.2 PURPOSE

- 7.2.1 The provisions of this Article shall not apply where the review of the matter is prescribed by the law of the State of Colorado (excepting the provisions of Article 4.2), or where the Board is without authority to act.
- 7.2.2 The parties agree that all grievance proceedings will be kept confidential, with the understanding that the Association may confer with concerned persons and the Superintendent may confer with a person in interest regarding any grievance.
- 7.2.3 Nothing contained in this Agreement will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administrative staff and to have the grievance adjusted, provided that the adjustment is consistent with the provisions of this Agreement. The Association shall be informed of any meeting between any teacher and any member of the administrative staff which concerns a grievance.

7.3 PROCEDURES

7.3.1 Level One

A grievance is initiated when the completed grievance form is delivered to the aggrieved person's Principal or other administrator by the Association Faculty Representative or any other Association Representative. Upon initiation of a grievance, the aggrieved party may:

ARTICLE 7 GRIEVANCE PROCEDURE (continued)

- 7.3.1.1 Discuss the grievance personally with his Principal, or
- 7.3.1.2 Request that the Faculty Representative represent him, or
- 7.3.1.3 Request that other Association Representatives act in his behalf.

7.3.2 Level Two

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within ten work days after presentation of the grievance, he or she may file the grievance with the Association within five work days after the grievance decision has been rendered at Level One or within 15 work days after the grievance was presented at Level One, whichever is sooner. The Association may then file any such grievance with the Superintendent within five work days after the receipt, and such filing shall take the grievance to Level Two of this procedure.

- 7.3.2.1 The District shall select the hearing officer at Level Two. The Association shall consult with the Superintendent regarding each grievance prior to the Level Two hearing consistent with established practice.
- 7.3.2.2 The hearing officer shall meet with the aggrieved person and an Association Representative within five work days after receipt of the grievance.
- 7.3.2.3 The parties may mutually agree to move directly from Level One to Level Three Arbitration Hearing.
- 7.3.2.4 Decisions rendered at Level Two of this procedure will be in writing, setting forth the decision and the reasons therefor and will be transmitted promptly to the Association.
- 7.3.2.5 The Grievant may request the presence of at least one member of the Board of Education to act as a neutral observer at each Level Two grievance hearing.

7.3.3 Level Three

- 7.3.3.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten work days after the Level Two Hearing, the aggrieved person may file a request for arbitration with the Association within five work days after the grievance decision has been rendered at Level Two or within 15 work days after the grievance was presented at Level Two, whichever is sooner.

ARTICLE 7 GRIEVANCE PROCEDURE (continued)

- 7.3.3.2 If the Association deems the grievance meritorious, it shall exercise its right to arbitration by giving the Superintendent or his designee written notice of its intention to arbitrate (demand for arbitration) within ten work days after receipt of the aggrieved person's request. Such a written demand for arbitration shall take the grievance to Level Three of this procedure.
- 7.3.3.2.1 In the event the parties are unable to agree upon an arbitrator within five work days from the demand for arbitration, the arbitrator shall be selected in the manner provided for in Article 5.4 (pertaining to the selection of neutrals).
- 7.3.3.2.2 The arbitrator will have authority to hold hearings and make procedural rules. He shall issue a report within 21 calendar days after the date of the arbitration hearing, or if oral hearings have been waived, then from the date final statements and evidence are submitted to him.
- 7.3.3.2.3 All hearings held by the arbitrator shall be in closed session, and no news releases shall be made concerning progress of the hearings.
- 7.3.3.2.4 The arbitrator's report shall be submitted in writing to the Board and the Association only and shall set forth his findings of fact, rationale, conclusions, and recommendations on the issues submitted to him. The arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. His report shall be advisory only and binding neither on the Board nor the Association.
- 7.3.3.2.5 Within five work days after receipt of the arbitrator's report, representatives of the District and the Association will meet to discuss the report. No public releases of information may be made until after such meeting.
- 7.3.3.2.6 The Board shall take official action on the report of the arbitrator at its next meeting.
- 7.3.3.2.7 Costs for the services of the arbitrator, including per diem expenses, actual and necessary travel expenses and subsistence shall be shared equally by the parties.
- 7.3.3.2.8 Members of the Board of Education may act as neutral observers at Level Three arbitration hearing.

ARTICLE 7 GRIEVANCE PROCEDURE (continued)

7.3.4 The parties agree to the establishment of a Review Panel which shall be used in the following manner:

7.3.4.1 Upon request by either party, after rejection by the Board of an arbitration report issued pursuant to Article 7.3.3 or Article 7.5.2, the Review Panel shall prepare and issue a single report on the rejection of such report and/or the recommendations contained in such report.

7.3.4.2 The rejecting party shall present to the Panel its entire rationale for the rejection.

7.3.4.3 Upon request made a reasonable time prior to the hearing of the Review Panel, each party shall provide to the other all supporting facts and reasoning to be presented to the Panel.

7.3.4.4 Each party shall have the right to examine the other party during the hearing. The Panel shall conduct the hearing in accordance with hearing rules established by the American Arbitration Association for such hearings.

7.3.4.5 After considering the data and evidence presented, the Review Panel will be free to consider a range of solutions which are educationally feasible and consistent with the Master Agreement in preparing its report to the parties. Either party may release the report of the Review Panel to the news media on the fifth day following its issuance. Both parties shall make a final decision within 15 days following receipt of the Review Panel's report. The parties clearly state their firm commitment to a process whereby the parties utilize the services of neutrals to try to find the most reasonable, rational, and educationally feasible way to resolve the problem mutually. It is recognized by the parties that this process does not create binding arbitration; however, the report of the Review Panel, including findings, reasoning, conclusions, and recommendations, will become the basis for the parties' final disposition of the grievance, recognizing that the parties must dispose of the grievance within their moral, ethical, and legal obligations.

7.3.4.6 The Panel shall be composed of three members. The members shall be selected in the following manner within three days, excluding weekends, following rejection of the Level Three report.

7.3.4.6.1 One member shall be chosen by the Board within three days.

7.3.4.6.2 One member shall be chosen by the Association within three days.

ARTICLE 7 GRIEVANCE PROCEDURE (continued)

7.3.4.6.3 The third member shall be chosen by the other two members within six days. In the event the members appointed by the parties fail to agree upon a third member, the third member shall be appointed by the American Arbitration Association.

7.3.4.7 Each party shall pay all expenses and fees for its appointee to the Panel and shall share equally the fees and expenses of the third member.

7.3.4.8 The Panel shall select its own chairperson.

7.4 MISCELLANEOUS PROVISIONS AND RIGHTS

7.4.1 Neither the Board nor the Association, nor any member of the administrative staff shall take any reprisal affecting any person by reason of their participation in the grievance process.

7.4.2 Any aggrieved person may be represented at any level of the grievance procedure by a person or persons of his own choosing, except that he may not be represented by any representative or officer of any teacher organization other than the Association.

7.4.3 The Association shall have the right to be present and to state its views at any level of the grievance procedure except Level One.

7.4.4 If, in the judgment of the Association, a grievance affects a group of teachers, the Association may submit such grievance directly to the Superintendent with a copy of the grievance to the affected Principals within 24 hours of submission, and the processing of such grievance may commence at Level Two. The Association may process such a grievance even though individual teachers affected may not desire to do so. (Grievances filed under this provision shall be filed with the Superintendent within 45 work days after the Association knew or should have known, of the act or condition upon which such grievances are based.)

7.4.5 All written and printed matter dealing with the processing of a grievance will be filed separately from the Central Office Personnel files of the participants.

7.4.6 Forms for processing grievances will be jointly designed by the parties.

7.4.7 The District agrees to make available to the aggrieved party and to the Association all pertinent information not privileged under law in its possession or control which is relevant to the issues raised by the grievance.

7.4.8 Whenever it is necessary at Level Two or Level Three for a representative or representatives designated by the Association to attend a meeting or hearing called by the Superintendent during the school day, the Superintendent's Office shall notify the Principal of such Association representative(s) and he, she, or they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

ARTICLE 7 GRIEVANCE PROCEDURE (continued)

- 7.4.9 No grievance shall be recognized by the District or the Association unless it shall have been presented at Level One within 30 work days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered by both parties as waived. (Grievances filed under the provisions of Article 7.4.4 above shall not be restricted by this provision.)
- 7.4.10 Notwithstanding the expiration of this Agreement, any grievance arising hereunder may be processed through the entire grievance procedure.
- 7.4.11 Should the grievability of an alleged grievance be disputed, the alleged grievance shall be processed through the grievance procedure. If the alleged grievance remains unresolved and reaches the level of arbitration, the arbitrator shall receive testimony on the issue of grievability as well as the alleged grievance. Following the conclusion of the hearing and the filing of Posthearing Briefs, if any, the arbitrator shall rule on the issue of grievability before ruling on the merit of the alleged grievance.

7.5 EXPEDITED ARBITRATION PROCEDURE

The following expedited arbitration procedure may, at the option of the aggrieved, be utilized to process alleged grievances concerning the interpretation or application of Article 12 or the nonrenewal of a probationary teacher's contract under Article 4.2.2; or to process alleged grievances concerning the interpretation or application of Article 8 which are filed after May 15 of any school year.

- 7.5.1 The grievance shall be submitted in writing to the Superintendent or the Superintendent's designee who shall schedule a meeting with the aggrieved person and his or her representative within five days thereafter in an effort to resolve the grievance.
- 7.5.2 If the grievance is not resolved to the satisfaction of the aggrieved person within five days of such meeting, the Association shall have the right to demand arbitration in writing within three days thereafter. Such arbitration shall be processed in accordance with the provisions of Article 7.3.3.2 and the following:
 - 7.5.2.1 Appointment of Neutral Arbitrator - The American Arbitration Association (AAA) shall appoint a single neutral arbitrator from its panel of labor arbitrators, who shall hear and determine the case promptly.
 - 7.5.2.2 Qualifications of Neutral Arbitrator - No person shall serve as a neutral arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting an appointment, the prospective arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that arbitrator or communicate the information to the parties.

ARTICLE 7 GRIEVANCE PROCEDURE (continued)

- 7.5.2.3 Vacancy - The AAA is authorized to substitute another arbitrator if a vacancy occurs or if an appointed arbitrator is unable to serve promptly.
- 7.5.2.4 Time and Place of Hearing - The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally.
- 7.5.2.5 Representation by Counsel - Any party may be represented at the hearing by counsel or other representative.
- 7.5.2.6 Attendance at Hearings - Persons having a direct interest in the arbitration are entitled to attend hearings. The arbitrator may require the retirement of any witness during the testimony of other witnesses. The arbitrator shall determine whether any other person may attend the hearing.
- 7.5.2.7 Adjournments - Hearings shall be adjourned by the arbitrator only for good cause, and an appropriate fee will be charged by the AAA against the party causing the adjournment.
- 7.5.2.8 Oaths - Before proceeding with the first hearing, the arbitrator shall take an oath of office. The arbitrator may require witnesses to testify under oath.
- 7.5.2.9 No Stenographic Record - There shall be no stenographic record of the proceedings.
- 7.5.2.10 Proceedings - The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing within five days.
- 7.5.2.11 Arbitration in the Absence of a Party - The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The arbitrator shall require the attending party to submit supporting evidence.
- 7.5.2.12 Evidence - The arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
- 7.5.2.13 Evidence by Affidavit and Filing of Documents - The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing. There shall be no posthearing briefs.

ARTICLE 7 GRIEVANCE PROCEDURE (continued)

- 7.5.2.14 Close of Hearings - The arbitrator shall ask whether parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare and note the hearing closed.
- 7.5.2.15 Waiver of Rules - Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state his objections thereto in writing shall be deemed to have waived his right to object.
- 7.5.2.16 Serving of Notices - Any papers or process necessary or proper for the initiation or continuation of an arbitration under these rules may be served upon such party by mail addressed to such party or its attorney at its last known address, or by personal service, or as provided in these Rules.
- 7.5.2.17 Time of Award - The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, not later than five business days from the date of the closing of the hearing.
- 7.5.2.18 Form of Award - The award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, or if either party requests an opinion, it shall be in summary form.
- 7.5.2.19 Delivery of Award to Parties - Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the award, or the filing of the award in any manner which may be prescribed by law.
- 7.5.2.20 Expenses - The expenses of witnesses for either side shall be paid by the party producing such witnesses.

ARTICLE 8

TRANSFERS AND CHANGE OF STATUS

The following article shall not prohibit the Board of Education from providing a racially and/or sexually and/or experientially balanced staff in each building and/or department during building staff reductions and filling of vacancies.

8.1 TRANSFERS

When filling vacancies or staffing new schools, currently-employed teachers shall be given priority when considering candidates in filling these assignments. The factors to be considered shall be experience, length of service, and qualifications of the individual and the special programs and staff balance of the school where the vacancy exists.

8.1.1 Teachers who have been employed in the School District for less than two consecutive academic school years in the same school assignment shall not be eligible for transfer except with the approval of the Superintendent or his designee.

8.1.2 On the first and third Friday of each month, March through May, the Association President and members of the Office of Personnel Services will meet to discuss matters pertaining to current transfer requests and subsequent staffing plans. The appointment may be changed by mutual agreement. Information disclosed during such conferences will, as mutually agreed upon, be kept in strict confidence by all participants.

8.1.3 On the first workday of every week between the first day of March and June 6, a list of all current known vacancies and vacancies filled since the last posting will be posted in each school. Between June 6 and the Monday following August 1, a list of known vacancies will be posted the first workday of each week in the Administration Building, the schools on year-round programs, and a copy will be sent to the office of the Association. All posting dates will correspond to the posting day. Vacant positions within a building may be filled with staff transfers within that building prior to posting.

8.1.4 Upon request of the Association President, the Office of Personnel Services shall make available on June 1, a listing of all teachers who have been transferred to that date with the school and department(s) indicated.

8.1.5 Within three days after a teacher has received notification of transfer, the Association shall receive written notification of such transfer.

8.2 VOLUNTARY TRANSFER

A transfer to another teaching position in another school may be requested by a teacher.

ARTICLE 8 TRANSFERS AND CHANGE OF STATUS (continued)

- 8.2.1 Transfer forms shall be mutually designed and shall become part of this Agreement and subject to the provisions herein.
- 8.2.2 A vacancy will be posted and remain open for a period of three days, during which time any interested teacher may apply for a transfer. After the initial three day period, the position may be filled at any time and any teacher may apply for the vacancy if it remains open. A teacher applying for transfer must present a completed transfer request form (obtainable at the Office of Personnel Services) to the receiving Principal at the time of the interview.
 - 8.2.2.1 Within three days of the posting date, the applicant will also receive an appointment for interviewing by calling the Principal of the school where the vacancy exists.
 - 8.2.2.2 For those positions posted during the summer, if a teacher is unable to contact the Principal, the teacher will contact the Office of Personnel Services within three days for the purpose of arranging an interview with the Principal.
- 8.2.3 When staffing new schools or on other occasions when it is necessary to consider school and departmental programs of several schools before teacher transfers are planned, the Association will confer with members of the Office of Personnel Services and Principals that are involved in order to arrange satisfactory procedures to make staff divisions in an equitable manner.
- 8.2.4 Whenever feasible, the receiving Department Chairperson and Supervisor will be involved by the Principal in determining the candidate's eligibility to fill a vacancy. As soon as possible following his or her interview, the teacher will be notified of the disposition of his or her transfer request.
- 8.2.5 Upon the written request of any teacher who has applied for a transfer, written reasons will be provided by the Office of Personnel Services if he has not been transferred at that time.
- 8.2.6 Any special conditions and the initial date of posting shall be included on the posted vacancy list.
- 8.2.7 Teachers who wish to transfer by reason of changes of program or schedule involving the building shall be given the opportunity to transfer to existing vacancies if the teacher and receiving Principal agree.
- 8.2.8 Prior to the posting of a vacancy, teachers currently assigned to a building may request reassignment to any open position in their building if they are qualified for the position.

8.3 INVOLUNTARY TRANSFERS

When a Principal, Division Director, or the Superintendent requests the transfer of a teacher effective the following school year, that teacher shall be notified as soon as possible, but not later than April 1 in writing, giving the reasons therefore (excepting when involuntary transfers are necessitated because of changes in enrollment or the need to staff new schools).

ARTICLE 8 TRANSFERS AND CHANGE OF STATUS (continued)

- 8.3.1 The Building and District Administrators shall involve the teacher in considerations of involuntary transfers concerning the teacher.
- 8.3.2 When a transfer of a teacher is necessary because of enrollment conditions as projected in the spring of the year, a volunteer will be solicited by the Principal for the transfer. If no volunteer is secured, the most recently employed teacher will be involuntarily transferred unless by transferring the teacher with the least length of service in the District the building is unable to meet the identified instructional and program needs within the grade level, department, or team.
- 8.3.2.1 When a transfer of a teacher is necessary because of enrollment conditions in the fall of the year, a volunteer qualified for a known vacancy will be offered transfer. If no volunteer is secured, the process found in 8.3.2 above will be implemented.
- 8.3.3 Notification of intent to transfer a teacher as requested by the Administration shall be made by the Principal of the school in which the teacher is currently assigned. Upon request of the teacher, a meeting shall be arranged between the teacher involved and the Assistant Superintendent, Personnel Services, or his designee, at which time the transfer will be discussed and the reasons given for the transfer. The teacher may request that a Representative of the Association be present at such meeting. Approval of all transfers must be given by the Assistant Superintendent, Personnel Services, or his designee.
- 8.3.4 If a teacher being involuntarily transferred from a school at the request of a Principal, Division Director or the Superintendent, has not been assigned a position through the voluntary transfer procedure by June 20, that teacher shall receive priority for those vacancies for which he or she is qualified. Until assignment to an open position is made, the teacher will remain a member of the original building staff. Involuntary transfers being assigned may declare a preference in the following areas: open concept or team teaching classroom, self-contained classroom, and extracurricular preferences, where applicable. The standards for placement shall include the teacher's stated interests and such guidelines as experience, length of service, qualifications of the individuals, special programs of the school, and staff balance of the school.
- 8.3.5 A teacher being involuntarily transferred from a school shall be given the opportunity to visit schools in which open positions exist.
- 8.3.6 Teachers shall be involuntarily transferred or reassigned only for valid and sufficient reasons.
- 8.3.7 A teacher who is required to transfer because of a staff reduction in the building to which he or she is assigned shall be given priority to transfer to existing vacancies if the receiving Principal agrees.

ARTICLE 8 TRANSFERS AND CHANGE OF STATUS (continued)

8.3.8 Teachers who are required to transfer because of the closure of their building shall be assigned by the District to vacancies at the same level (i.e., primary, intermediate, junior high school or senior high school) at other schools for which they are qualified before the District fills such vacancies with other teachers or new hires.

8.4 CHANGE OF STATUS

Teachers who desire to apply for Change of Status positions shall submit their request in writing to the Office of Personnel Services. Such application will be kept confidential by the Personnel Office except when recommendations are requested from those who can evaluate the applicant's performance and character. The Personnel Office will request that persons involved keep the exchange of information confidential.

8.4.1 A "Change of Status" position shall be defined as any position for which a teacher's certificate is required and for which there is a salary schedule other than the Teachers Salary Schedule. Change of Status positions do not include positions paying adjusted compensation nor full-time counseling positions.

8.4.2 All such vacancies will be adequately publicized by the Office of Personnel Services and posted in all buildings. The qualification for the position, its duties, and the salary schedule will be clearly set forth.

8.4.3 It shall be the duty of the Office of Personnel Services to review the applications of candidates to be interviewed, to attach or add documents or comments that are thought to be appropriate and forward them to the interviewing committee members.

8.4.3.1 One Representative of the Association shall serve on each interviewing committee. After the selection, the teacher will be notified by the Office of Personnel Services regarding the disposition of his Change of Status Request.

8.4.3.2 Any teacher who has been denied a Change of Status shall, upon written request, be furnished written reasons for such denial by the Assistant Superintendent, Personnel Services.

8.4.4 Announcements of the assignments of Principals and/or Assistant Principals will be made as far in advance as feasible.

8.5 RESIGNATION FROM EXTRA DUTIES

Teachers receiving additional monetary compensation for extra duties and/or responsibilities shall notify the Principal in writing prior to May 15 if they wish to resign these duties or responsibilities for the next school year. Teachers who have not notified the Principal by this date are required to fulfill the extra duties or responsibilities unless personal health problems make this impossible, a qualified replacement is available and agrees to accept said assignment, or they transfer from the building.

ARTICLE 9

TEACHER LEAVE PROVISIONS

9.1 SICK LEAVE

9.1.1 Each teacher shall be credited with 11 days of sick leave allowance per school year without any loss of salary. If needed, sick leave may be used for medical purposes, personal illness or accident, and also for sickness or death of a member of the family as covered elsewhere in this Agreement. Sick leave accumulates to the credit of each teacher. Each teacher is eligible for sick leave credit on the date the teacher reports for duty.

9.1.1.1 Sick leave for teachers will be granted on the following basis dependent upon the month the teacher is scheduled to begin duty.

August....11 days	January...7 days
September...11 days	February...6 days
October....10 days	March.....5 days
November....9 days	April.....4 days
December....8 days	May.....3 days

9.1.1.2 Each teacher shall be entitled to use three of the sick leave days as leave without loss of pay during each school year for such matters as legal, business, or family matters which cannot be taken care of outside working hours. This leave is not to be used for recreational purposes. It shall not be taken the last school day before or the first school day after a vacation period, except for unusual circumstances which necessitate the teacher's immediate attention. Except for the aforementioned circumstances, the teacher taking such leave is not required to state the reason for taking such leave and his or her signature on the request for leave form shall attest that the leave is being taken under the conditions of this section. These three leave days shall not be taken consecutively except for approved professional conferences or upon approval of the office of the Superintendent. The above three leave days shall be granted by the Office of the Superintendent.

9.1.2 Teachers who are absent for less than a full day shall be charged sick leave on the following basis:

9.1.2.1 Length of time absent shall be cumulative. For each 3 1/2 hours absent, the teacher will be charged 1/2 day sick leave.

9.1.2.2 The total work day is the unit to be considered when determining the absence time. The duty free lunch time is not to be counted in the absence time.

ARTICLE 9 TEACHER LEAVE PROVISIONS (continued)

- 9.1.3 Each teacher may receive his or her salary minus the normal daily remuneration of a substitute for each day of absence for sick leave absences not to exceed 30 days in a school year. This is in addition to the sick leave provisions of Article 9.1.1 above. A statement from a physician is required for a teacher to use the provision of this Article 9.1.3.
- 9.1.4 A teacher who has exhausted the above provisions of sick leave shall be granted a leave of absence without pay for the duration of such illness or disability through the end of that school year. Such leave without pay status may be renewed with the approval of the Superintendent for one additional school year. A physician's certificate of fitness to work will be required before a teacher can return to duty after using the provisions of this Article 9.1.4.
- 9.1.5 Any teacher who willfully violates or misuses this sick leave policy shall forfeit the right to use all accumulation of sick leave until reinstated in good standing by the Board on the recommendation of the Superintendent.

9.2 TEMPORARY LEAVES

- 9.2.1 Upon recommendation of the Principal, each teacher shall be entitled to one school day of leave without loss of pay per school year for the purpose of professional visitation or attending meetings or conferences of an educational nature. The conference or visitation day shall be in addition to the teacher's personal leave days.
- 9.2.2 A teacher involved in any legal proceeding connected with the teacher's employment shall be granted the necessary leave without any loss of pay.
- 9.2.3 A maximum of 15 calendar days per school year shall be granted without any loss of pay to teachers who participate in military service duties of short duration. Such leave shall not be cumulative. The teachers on such military leave shall turn over to the Board of Education payment received for such services and no deduction shall be made from the teacher's salary because of being on military leave up to 15 calendar days maximum.
- 9.2.4 Each teacher shall be granted leave when called for jury duty or subpoenaed as a witness. The teacher shall turn over to the Board of Education payment received for such service and no deduction shall be made from the teacher's salary.
- 9.2.5 In the case of illness or death in the family, teachers can use the provisions of Article 9.1.1 above. If accumulated sick leave of Article 9.1.1 above is exhausted, teachers may receive their salary minus substitute charges for absences not to exceed a total of ten school days in any school year. In the case of illness in the family and after accumulated sick leave is exhausted, a doctor's certificate may be requested by the Assistant Superintendent of Business Services stating that the teacher's absence from duties was necessary due to the illness.

ARTICLE 9 TEACHER LEAVE PROVISIONS (continued)

of a family member. For the purpose of this section involving illness, family shall be defined as spouse, child, parent, brother, sister, or member of the immediate household where the teacher lives. For the purpose of this section involving death in the family, family shall refer to grandparents, father-in-law, mother-in-law, and brother or sister-in-law as well as the above family relationships stated for illness.

- 9.2.6 Other temporary leaves of absence may be granted by the Office of the Superintendent for good reason and as have been established by precedent.

9.3 EXTENDED LEAVES OF ABSENCE

- 9.3.1 Extended leaves of absence granted under this provision shall be without pay. Unused accumulated sick leave and credits toward sabbatical eligibility accrued while employed will be restored to a teacher upon his return.

- 9.3.2 A teacher returning from extended leave of absence will be returned to the same school and to the same position as that which he or she had at the time the leave commenced, unless the teacher agrees or had agreed to waive this provision. It is understood that this provision is not intended to prohibit the normal subject-area assignment changes that may have properly occurred had the teacher remained in the school. (For example, three classes of World History and two of American History may be changed to two classes of World History and three of American History.)

- 9.3.3 Military leave of absence up to a maximum of five years will be granted to a teacher who is inducted or enlists while the draft is in effect in the Armed Forces of the United States. A teacher who re-enlists in the Armed Forces will lose his rights to re-employment under the provisions of this section. Upon returning from military leave, a teacher will be placed on the salary schedule in effect at the time of return, subject to limitation of two annual salary increments during the leave of absence. Any teacher who has been granted a leave and is currently on leave under the terms of this article prior to January 1, 1976, shall retain benefits as provided in Article IX Section 3.3 of the Agreement dated January 1, 1975.

- 9.3.4 Upon request, a teacher shall be granted a maternity leave of absence without pay because of her pregnancy. If this leave is granted during the first semester of the school year, the leave will extend no longer than to the end of the second semester. If the leave is granted during the second semester, the leave will extend no longer than to the end of the first semester of the following school year.

- 9.3.4.1 If the teacher requests to extend the maternity leave of absence beyond the time limits provided in Article 9.3.4 above, the teacher waives reassignment rights of Article 9.3.2 above if the leave is extended, unless the extension is due to disability; in which case, proof of disability may be requested.

ARTICLE 9 TEACHER LEAVE PROVISIONS (continued)

- 9.3.4.2 The teacher must notify the Office of Personnel Services in writing of her intention to leave and to return at least 30 days prior to the respective dates.
- 9.3.4.3 Upon request, a teacher adopting an infant child shall be granted leave under this Article 9.3.4 upon taking custody of the infant child.
- 9.3.4.4 The teacher must state at the time she requests the leave, whether she intends to return earlier than the maximum time allowed in Article 9.3.4.
- 9.3.5 Teachers may use unused and accumulated sick leave by reason of pregnancy for that period of time that the teacher is disabled. For the purposes of sick leave, a teacher's disability shall be deemed to terminate 30 days after termination of pregnancy unless she provides a doctor's statement verifying that she is unable to return to work.
- 9.3.6 Teachers may be granted one year of leave without pay for the purpose of exchange teaching. The following conditions shall be followed for leave for the purpose of exchange teaching:
 - 9.3.6.1 A teacher who has been in the employ of School District No. 11 for three years or more is eligible for an exchange teaching assignment of one year, provided an acceptable person can be found with whom an exchange can be arranged.
 - 9.3.6.2 Unless other salary arrangements are made, an exchange teacher from School District No. 11 shall be paid the salary to which he or she is entitled as though on duty in District No. 11.
 - 9.3.6.3 Credit on the salary schedule shall be given for the time spent in exchange teaching.
- 9.3.7 Upon the recommendation of the Office of the Superintendent, leave of absence without pay or increment of up to one school year shall be granted for the purpose of caring for a sick member of a teacher's immediate family or household.
- 9.3.8 Leave of absence without pay shall be granted to a teacher for the purpose of serving in an elected public office. A teacher returning to the School District after leave of absence for serving in public office shall be granted up to two years of credit for the purpose of achieving a salary level as if he or she remained actively employed in the School District.
- 9.3.9 Permanent tenure teachers shall have the right to apply for a leave of absence without pay to serve in the Peace Corps, VISTA, or National Teacher Corps. Upon return from such leave, the teacher will be granted up to two years credit for the purpose of achieving a salary level as if he or she remained actively employed in the School District.

ARTICLE 9 TEACHER LEAVE PROVISIONS (continued)

- 9.3.10 Permanent tenure teachers shall have the right to apply for a leave of absence without pay for one year for further study when college credits are earned. Under this provision, leave of absence can be granted for one semester when the teacher pursues a course of study of at least eight semester hours. One year's leave of absence can be granted when a teacher pursues a course of study of at least 15 semester hours. Upon return from such leave, a teacher will be granted up to one year's credit for the purpose of achieving a salary level as if he or she remained actively employed in the School District.
- 9.3.11 All requests for extended leave of absence or renewals will be made in writing to the Office of the Superintendent.
- 9.3.12 Other extended leaves of absence may be granted by the Office of the Superintendent for good reason.
- 9.3.13 Teachers granted a leave of absence under the terms of article 9.3 must notify the Office of Personnel Services in writing by April 15 of their intent to return, request an extension of leave, or resign for the following year. The Office of Personnel Services shall notify teachers in writing of this requirement at the time leave is granted. If the teacher elects not to return, the vacancy will be posted as provided for in Article 8, except when a teacher remains in that position pursuant to Article 4.2.4.3.

9.4 SABBATICAL LEAVES

- 9.4.1 A teacher who has completed at least six full school years of service in the District and has at least five years of professional service to fulfill before retirement shall have the right to apply for sabbatical leave. The teacher's present school year shall be included when determining the six years of service. Sabbatical leaves shall only be granted for college or university study or for other reasons of educational value to the District.
- 9.4.2 No more than one per cent of the teaching staff will be absent on sabbatical leave at one time. The District agrees to budget \$50,000 during 1985 to fund sabbatical leaves during the 1985-1986 school year.
- 9.4.3 A teacher on sabbatical leave (either for one-half of a school year or for a full school year) will be paid at 60% of the salary rate he or she would have received if actively teaching in the District. A teacher will receive credit toward salary increment while on sabbatical leave and receive insurance and retirement benefits while on sabbatical leave as if an employee of the District.
 - 9.4.3.1 It is expected that the teacher who uses this provision will return to the professional service in the District for at least two years immediately following completion of sabbatical leave unless an extended leave is granted by the Board; in that event, the teacher would return immediately following completion of the leave. A teacher returning from sabbatical leave shall be returned to classroom duties in accordance with the provisions of Article 9.3.2 above.

ARTICLE 9 TEACHER LEAVE PROVISIONS (continued)

9.4.4 A Joint Committee on Sabbaticals shall be established to formulate administrative rules for the implementation of the sabbatical leave program. The Committee shall consist of an equal number of administrators appointed by the Superintendent and members appointed by the Association. Within a reasonable time prior to the deadline date for submission of applications for sabbatical leave, the Committee shall announce the guidelines it will consider in reviewing such applications. Applicants shall submit a program proposal explaining how the requested sabbatical leave will benefit the District. This proposal will be submitted to, and carefully examined by, the Sabbatical Leave Committee. No later than 15 days following notification of the granting of sabbatical leaves, the Committee shall review and publish the guidelines to be used in considering such applications for the following year.

9.4.4.1 The Sabbatical Leave Committee shall determine the validity of the proposed program and shall submit their recommendations to the Board.

9.4.5 Persons taking a sabbatical leave under this Article agree that in the event he or she terminates employment during the leave period or before completing the two years service immediately following the leave, he or she shall reimburse District No. 11 on a pro-rata basis all monies, including insurance and retirement benefits, received by the person during such sabbatical leave. The terms of the pay back shall be determined on an individual basis with consideration of past practice.

9.5 CONFERENCE LEAVE

9.5.1 Teachers desiring to attend professional conferences requiring more than one day of professional leave provided for in Article 9.2.1 above, have the option of using their personal leave days as provided in Article 9.1.1.2 above, or upon the approval of the request, the teacher may pay substitute costs for extra days missed to attend professional conferences during the time the conference is in session.

9.5.1.1 The expense of professional leaves for classroom teachers is to be listed as a separate budget item and without substitute costs.

9.5.2 Teachers who apply for professional conference leave will do so through the Principal and the appropriate Supervisors who will make recommendations to the Administrative Assistant for Administrative Services as to reimbursement for conference expenses.

9.5.3 The total amount reimbursed teachers for attending approved professional conferences and conventions shall be at least one-half the amount established in the conference account.

ARTICLE 9 TEACHER LEAVE PROVISIONS (continued)

9.6 ASSOCIATION AND UNUSUAL LEAVES

- 9.6.1 Inability to attend school because of inclement weather, unusual circumstances, or other good reasons may be considered valid justification for the granting of emergency leave. The Superintendent may grant up to five days of emergency leave for each teacher. Such leave shall not be cumulative. The teacher using emergency personal leave shall have the normal daily remuneration of a substitute deducted from the teacher's salary.
- 9.6.2 Teachers may have release time when the Association requests such time in advance. An attempt will be made to minimize such requests. Release time may be granted for:
 - 9.6.2.1 Association work not of a direct educational nature and substitute charges will be paid by the Association.
 - 9.6.2.2 Work of mutual benefit to the Association and the District and one-half substitute charges will be paid by the Association.
 - 9.6.2.3 Work in pursuit of District goals without charge to the Association, as established by past practices.
- 9.6.3 Upon request of the Association, leave of absence without pay shall be granted to up to two teachers for up to one school year for the purpose of engaging in Association activities. Upon return from such leave, each teacher will be granted one year's credit for the purpose of achieving a salary level as if he or she had remained actively employed in the District.

ARTICLE 10
SICK LEAVE BANK

- 10.1 A sick leave bank will be established and maintained for all District staff members. Participation shall be on a voluntary basis with teachers who wish to participate contributing one day of unused sick leave to the bank. Teachers new to the District may join during the first 30 days of their employment by contributing one day of their sick leave. Only teachers contributing to the bank will be eligible to request use of days from the bank. The teacher who has contributed to the sick leave bank may request reasonable withdrawals of days from the bank when all the individual's accumulated sick leave days have been exhausted.
- 10.2 Teachers not participating in previous years may enroll in the sick leave bank during the month of September of any succeeding year by contributing one day of sick leave on the appropriate authorization form.
- 10.3 The sick leave bank may be used for personal illness and/or illness or death in the family. Family shall be defined as spouse, child, parent, brother, sister, or member of the immediate household where the teacher lives.
- 10.4 The sick leave bank will be administered by a committee composed of two teachers chosen by the Association, two administrators chosen by the District, and two classified employees.
- 10.5 Application forms for use of the sick leave bank shall be available at the District's Personnel Office and should be returned to said office. The committee shall only accept applications for two or more consecutive days with a maximum of 30 days per individual illness. A review of each individual case will be made after reaching the 30 day maximum.
- 10.6 The Sick Leave Bank committee shall review each case independently. The committee shall make reasonable rules for the implementation of this bank; provided, said rules shall not be contrary to or in conflict with this Article.
- 10.7 If days in the bank drop to a balance of 200 days, those wishing to continue in the bank will be required to contribute one additional day on the appropriate authorization form. Days contributed to the sick leave bank cannot be subsequently refunded.

ARTICLE 11

TEACHING CONDITIONS

- 11.1 The school calendar is recognized as indicating those days during which a teacher is required to perform assigned duties without special compensation. The school year will be based upon the calendar with the understanding that the calendar is subject to emergency changes, but such changes shall not affect the total number of work days required (i.e., 184 days for teachers beginning their first year and 182 days for others).
- 11.2 The normal work day for teachers shall be seven hours excluding the lunch period unless individual school schedules necessitate a shorter work day.
- 11.3 Teachers shall have a continuous duty free lunch period of at least 30 minutes.
- 11.4 If requested by his/her Principal, a teacher shall attend two faculty-professional meetings during any one month except the month of September when a teacher may be required to attend three such meetings. Such meetings shall not last more than one hour beyond the normal school day and not more than a total of 20 hours for the school year.
- 11.5 New teachers in the District and teachers in new teaching positions which are substantially different from former teaching positions may be required to attend two additional inservice meetings per month in addition to the meetings mentioned in Article 11.4 above, if necessary.
- 11.6 Junior and Senior High School teachers may be required to instruct students for 275 minutes of any normal work day. The Principal shall consult with the teachers prior to implementation of changes in building schedules. However, the teachers may review the modified schedule before the end of each school year and may determine, by a two-thirds vote, that such schedule shall not be continued the following school year.
 - 11.6.1 A time equivalent of one-fifth of the instructional assignment shall be reserved for each teacher's planning and conferences.
 - 11.6.2 The parties agree that in special schedules, the computation of the 275 minutes per day and the planning time equivalent may be based on minutes per week.
- 11.7 Elementary school teachers (not including kindergarten teachers) shall have an uninterrupted period of at least 30 consecutive minutes daily for planning and preparation which shall be scheduled during the student contact day.
- 11.8 Supervision of students at after-school activities beyond those required in this Agreement shall be on a voluntary basis.

ARTICLE 11 TEACHING CONDITIONS (continued)

- 11.9 The extent to which a teacher is assigned to nonteaching duties (such as, but not limited to, recess supervision, playground supervision, corridor supervision, lunchroom supervision, restroom supervision, and bus duty) shall not exceed 300 minutes per 20 consecutive school days for each teacher.
- 11.9.1 A reasonable effort will be made by the Principal and the District to restrict the assignment of nonteaching duties to teachers as much as possible. A teacher may voluntarily accept nonteaching tasks in an emergency and such actions shall not violate this Agreement.
- 11.9.2 The parties agree that emergencies such as power failures, extreme weather conditions, etc., may arise which endanger the safety of students. In such instances, teachers are expected to assist by performing such nonteaching duties as are necessary to protect students without regard to the limitations contained in this section.
- 11.9.3 Article 11.9 above shall not apply where a teacher receives a stipend for a regularly assigned duty or responsibility or where a teacher has nonteaching duties as part of his regular schedule.
- 11.10 Teachers shall not be required to transport pupils.
- 11.11 In elementary schools, a recess period of at least ten minutes shall be provided each half day during which a class does not participate in physical education classes. A majority of the faculty of each elementary school may agree to schedule recess periods in any other manner.
- 11.12 Teachers have the right to leave the school during the duty free lunch period.
- 11.13 Teachers may leave their school during the preparation, planning, or conference periods upon prior written notice if their professional responsibilities would be better served than by remaining at school.
- 11.14 Teachers may only be required to serve as substitutes in cases of emergency and in cases of staff absences because of field trips or other school activities of two hours duration or less. When serving as a substitute, a teacher shall be compensated for all time involved as established elsewhere in this Agreement.
- 11.14.1 When one teacher arranges for another teacher to conduct his or her class, the District shall not be responsible for any compensatory payment. In all such instances, the teacher originally responsible for the class shall advise the Principal in advance.
- 11.15 Teachers may be required to be present at school for one District-sponsored open house, back-to-school night, or similar parent meeting during a semester outside school hours. The Principal shall consult with the faculty and establish the time for such meetings.

ARTICLE 11 TEACHING CONDITIONS (continued)

- 11.15.1 Where parent-teacher conferences are required in place of report cards, the Principal shall consult with the faculty and establish the time during the school day for such parent conferences. Conferences shall be scheduled to allow for a five-minute preparation period between each conference.
- 11.16 Attendance at regular Parent-Teacher group meetings is a matter for determination by the teacher, although participation in such activities is encouraged by the Association.
- 11.17 Teachers may be requested to check in or out of school.
- 11.18 When any special teacher, not including a physical education or music teacher, is in charge of an elementary school teacher's class, the regular teacher may be given permission by the building Principal to leave the classroom and utilize that time as a preparation period or for other professional purposes such as consultations with parents or personnel providing itinerant or special services.
- 11.19 On the last day of the school year, teachers may leave school as prescribed by the Superintendent of Schools.
- 11.20 The Board and the Association recognize that a teacher's professional and primary responsibility and obligation is to teach, and that his or her energies should, to the extent possible, be utilized to this end. Therefore, nonteaching requirements shall be kept to a minimum.
- 11.21 The Board and the Association agree that teacher attendance at student activities, while voluntary, does improve the morale of the students. To further this end, it is agreed that each teacher will be provided two complimentary tickets to all student activities (with the exception of hockey games) that take place within the school where the teacher works or activities that are a part of the schedule of regular events for that particular school.
- 11.22 Except in emergencies, Maintenance and Operations employees shall not interrupt classes.
- 11.23 The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to ensure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the educational program. To achieve this end, the Board will continue to procure educational supplies to carry on the educational program.
- 11.24 The Board recognizes the need to provide the following items as far as financially feasible:
 - 11.24.1 Space accessible in which each teacher may store instructional materials and supplies.
 - 11.24.2 An accessible space with a lock in which a teacher may store personal belongings.

ARTICLE 11 TEACHING CONDITIONS (continued)

- 11.24.3 A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
- 11.24.4 An appropriate facility to be used as a faculty lounge in which smoking may be permitted.
- 11.24.5 Well lighted, clean and conveniently located teacher restrooms separate for each sex and separate from the students' restrooms.
- 11.24.6 In planning the construction of new buildings or the remodeling of old buildings, both lunchroom and parking facilities for the use of the teaching staff should be given consideration.
- 11.24.7 A serviceable desk and chair for each teacher.
- 11.24.8 Upon request, a teacher shall be furnished with a key to his or her classroom(s) or work area. Special arrangements must be made for a teacher to be furnished with a building key.
- 11.25 The Board shall make every effort to allocate sufficient funds to provide for the purchase and/or replacement of library books, instructional materials, supplies and equipment to sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities and to promote the self-realization of each student.
- 11.26 Teachers purchasing materials and/or supplies with advance approval of their Principal or immediate superior shall be reimbursed upon submission of an appropriate receipt of purchase.
- 11.27 Each school will be allocated a fund through their budget account to be used for purchase of instructional materials that are not otherwise readily obtainable by the teachers. Each teacher may request of the Principal authorization for such items as specially needed in his or her class. The professional staff shall be informed of the fund--and an account of expenditures and balance shall be posted on the Association bulletin board quarterly.
- 11.28 TEACHING ASSIGNMENTS
 - 11.28.1 The Board and the Association recognize that teacher certification requirements are established by the state to assure minimal standards of teacher preparation and that failure by the school system to secure for initial employment persons meeting minimum state certification requirements reduces the quality of education and the status of the teaching profession.
 - 11.28.2 Teachers, other than newly appointed and substitute teachers, shall be notified in writing of their anticipated programs for the coming school year, including the schools to which they are expected to be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have, not later than June 1. The teacher will be notified in writing of any necessary changes after June 1

ARTICLE 11 TEACHING CONDITIONS (continued)

- 11.28.3 Except in emergencies, in order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.
- 11.28.4 Insofar as possible, changes in grade assignment in the elementary schools and in subject assignments in the secondary schools, shall be voluntary. Affected teachers shall be consulted before any change in assignment is made.
- 11.28.5 Insofar as possible, in establishing the teacher's schedule, the teachers shall have an equitable distribution of scholastic abilities within his schedule if he so desires.
- 11.28.6 In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
- 11.28.7 The teacher who is regularly assigned to two or more schools and is required to use his automobile for transportation between schools will be reimbursed at the current mileage rate in School District No. 11. In no instance will the mileage between his or her home and either of his or her assigned schools be computed for this purpose.
- 11.28.8 The designation of teacher on special assignment shall be defined as any teacher who is temporarily assigned administrative duties. Teachers on special assignment will remain members of the bargaining unit. Teachers on special assignment may serve no more than one school year in the same assignment.

11.29 SUMMER SCHOOL

- 11.29.1 Announcement of summer school and possible openings for teaching positions will be adequately published in each school by the Superintendent not later than May 10.
- 11.29.2 Teachers who are interested in teaching in summer school must submit a letter of intent to the Personnel Office. Teachers who are employed will be notified no later than May 15. Additional staff may be employed at the close of summer school registration, should this become necessary.
- 11.29.3 Openings in all summer school positions will be filled first by teacher applicants already employed by the District.
- 11.29.4 In filling summer school positions, consideration will be given to a teacher's area of competence, major and minor fields of study, length of service in the District, and teaching experience.

ARTICLE 11 TEACHING CONDITIONS (continued)

- 11.30 Teachers are expected to comply with reasonable rules, regulations and written directives from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens his or her safety or the safety of students.
- 11.31 The methods and procedures for the selection and retention of Department Chairperson as recommended by Joint Council and ratified by the parties is made a part hereof and is included herein by reference.
- 11.32 Insofar as possible, schedules will be arranged in each school so as to provide an equitable number of preparations per teacher.
- 11.33 Substantive changes in scheduling or staffing patterns shall be developed by the total professional staff involved prior to implementation.
- 11.34 When a teacher aide is assigned to a teacher by a principal, that teacher shall supervise the activities of the teacher aide in the teacher's classroom.
- 11.35 The parties acknowledge the Board's statutory responsibility to establish curriculum throughout the District. In order to meet this responsibility, it is the Board's intent that curriculum shall be developed by professional staff with input from the community. The Board also intends that substantive curriculum changes shall be critiqued and developed, to the extent possible, by practicing teachers. The Board agrees that all curriculum committees shall contain a majority of practicing teachers.
- 11.36 STUDENTS RIGHTS

The Board and the Association agree that training for effective citizenship is accepted as one of the major purposes of the Colorado Springs Public Schools. The instructional program developed to achieve this purpose properly places great emphasis upon teaching about our American heritage, the rights and privileges we enjoy as citizens, and the citizenship responsibilities that must be assumed in maintaining our American way of life. In training for effective citizenship, it is frequently necessary for students to study issues that are controversial. In considering such issues, it shall be the purpose of the parties to recognize the student's rights as follows:

- 11.36.1 To study any controversial issue which has political, economic, or social significance and concerning which (at the student's level) he or she should begin to have an opinion.
- 11.36.2 To study under competent instructors in an atmosphere of freedom from bias and prejudice.
- 11.36.3 To form and express his own opinions on controversial issues without thereby jeopardizing his academic standing.

ARTICLE 11 TEACHING CONDITIONS (continued)

11.37 COMPLAINTS AGAINST TEACHERS

11.37.1 When a person makes a complaint against a teacher, he or she shall be asked to put the complaint in writing. Should the complainant choose not to put the complaint in writing, the principal shall consider the complaint without merit. If the complaint is made in writing then the following procedure will be followed:

11.37.1.1 The principal shall arrange a meeting between the complainant, the teacher, the teacher's representative and the principal within 7 work days.

11.37.1.2 If the complaint is supported by fact then a written record shall be made of the complaint, the facts and the disposition of the complaint. The teacher shall have the opportunity attach a written response to any such complaint.

11.38 When a concern about learning resources cannot be resolved within the procedure outlined in District procedures, an independent investigation shall be conducted. The Association and the Board shall appoint a committee of three mutually acceptable members to investigate the problem. The committee shall report their findings to the Association and the Board. When a complaint has been raised that the parties agree justifies an independent investigation, they shall select three mutually acceptable community leaders to investigate the issues involved. This committee shall report their findings and recommendations to the Association and the Board of Education.

11.39 The parties agree that arrangements for supervising, grading, and reporting procedures in respect to student teachers should be developed between the supervising teacher or his or her designee and the college or university involved.

ARTICLE 12

TEACHER ASSESSMENT

12.1 PURPOSES OF TEACHER ASSESSMENT

The primary purpose of the teacher assessment program described in this Article is the improvement of instruction. Assessment should be a positive, developmental, and continuous process involving teachers and their evaluators in a growth relationship. For assessment to serve the purpose of improving performance, it is essential that objectives exist and be known and understood by those to be assessed, as well as those assessing. The assessment process should help the teacher to recognize and capitalize on his or her strengths, to provide assistance to help him or her overcome his or her weakness, and, to provide recommendations which will help the teacher become a more effective member of the teaching profession.

The secondary purpose of the teacher assessment program described in this Article is to provide a basis for administrative recommendations to the Board concerning the renewal or nonrenewal of the contracts of probationary teachers or the basis for administrative recommendations to the Board concerning dismissal of a tenured teacher for incompetency.

12.2 TEACHER ASSESSMENT

12.2.1 Responsibility for Assessment

- 12.2.1.1 Assessment involves the assistance given to the teacher by fellow professionals; therefore, assessment is necessarily a group process and will be carried out by an assessment team as described in this Article.

Within each school building the Principal shall be responsible for the implementation of the assessment process for those teachers assigned to that school building. The responsibility of the principal shall be:

- (1) To provide orientation for those teachers under assessment.
- (2) To assure that team members and teachers being assessed have all the necessary documents and information.
- (3) To ensure that the assessment teams are selected according to the type of assessment being conducted.
- (4) To read, comment, if appropriate, and sign each final assessment form prior to the teacher's signature.

ARTICLE 12 TEACHER ASSESSMENT (continued)

- (5) To select the team leader of the assessment team.

12.2.1.2 A teacher assigned to more than one school building shall be evaluated by an assessment team in the school building designated as their home station by the Office of Personnel. Observations may be made at any one of the assigned schools.

12.2.2 Assessment Matrix

12.2.2.1 The matrix objectives are of importance because the assessment of the teacher's performance will be based on the extent to which they are realized. The assessment matrix shall include District Goals, Building Objectives, and Teacher Objectives in the following areas:

- (1) Educational Program
- (2) Methods
- (3) Relationship with Students
- (4) Peer Instructional Relationships
- (5) Parent-Community Relationships

12.2.2.2 The District goals shall provide a common frame of reference for the building level objectives which shall include specific objectives, developed by the building staff. Building, department, and grade level objectives shall not repeat or restate District level goals, but shall speak exclusively to the unique program and philosophy of that building or level.

12.2.2.3 The teacher objectives shall be formulated by each teacher who is undergoing assessment and said objectives will be evolved from the District goals and building objectives. Department and/or grade level objectives shall be incorporated into the building objectives with approval of the building staff. The teacher's assessment team as described in this Article will assist the teacher in refining his or her objectives.

12.2.2.4 Teachers who teach in two or more subject areas in a building shall only be assessed in the teacher's major teaching assignment unless he or she requests otherwise; however, either the team or the teacher may request assistance in other assigned content areas.

12.2.2.5 Librarians/Nurses shall be assessed using the assessment procedure described in this Article 12. Modifications within the matrix shall be made to apply to the librarian's and nurse's specific roles. In the case of nurses, department objectives may be substituted for building and grade level objectives.

ARTICLE 12 TEACHER ASSESSMENT (continued)

- 12.2.2.6 Within 22 working days from the commencement of the work year, the Principal or designee shall schedule a team conference for each teacher who is to be assessed with the purpose being to discuss the teacher assessment form, and the assessment process, and to finalize the teacher's objectives.
- 12.2.2.7 Teacher assessment and observation forms shall be developed jointly by the District and the Association and included as an appendix to this Agreement.
- 12.2.2.8 Competency based testing programs may give an indication of overall classroom student performance and may reflect the need for alternative approaches for instruction, but such scores shall not be used for teacher assessment.
- 12.2.3 Application of Assessment Matrix
 - 12.2.3.1 The observation of the performance of all teachers who are being assessed shall be submitted in writing on the proper Teacher Observation and Conference Report Form.
 - 12.2.3.2 All assessment reports shall be based upon observations in accordance with the matrix objectives set forth as required in Article 12.2.2.
 - 12.2.3.3 Observation reports shall acknowledge observed instructional strengths and/or weaknesses. Where improvement is necessary, written recommendations for improvement shall be made on the Teacher Observation and Conference Form.
 - 12.2.3.4 The Assessor shall complete the appropriate assessment forms with all requested information including any circumstances which may adversely affect a teacher's performance.
- 12.2.4 Required Assessments
 - 12.2.4.1 All probationary teachers including teachers on part-time contracts.
 - 12.2.4.2 All tenure teachers shall be assessed every sixth school year in accordance with the procedures set forth herein. Probationary teachers who go on tenure shall automatically be scheduled for assessment during the sixth tenure year and thus placed on a six-year assessment cycle.
 - 12.2.4.3 If there are valid and sufficient educational reasons, a Principal may place a tenured teacher on assessment outside of the six-year cycle. In no instance shall such an assessment be used to harass a teacher. At the beginning of the assessment process, the Principal shall advise the teacher in writing of the reasons for putting the teacher on assessment out of cycle.

ARTICLE 12 TEACHER ASSESSMENT (continued)

12.2.5 Composition of Assessment Team

12.2.5.1 Teachers employed after the commencement of the fifth full week of school or teachers on short-term contract: The Principal or administrative designee will serve as the assessor for such teachers.

12.2.5.2 All first-year probationary teachers employed before commencement of the fifth full week of the school year (including teachers on INR and part-time contracts); and all probationary teachers who receive a conditional renewal of contract: The building Principal or administrative designee, a teacher observer, and a supervisor or department chairperson.

Except as provided in Article 12.2.5.2 above, the assessment teams of second and third year probationary teachers and all tenured teachers shall consist of two of the following: the building Principal or administrative designee, department chairperson, teacher observer or supervisor. Categorical composition of the assessment team shall be determined by the Principal and the teacher being assessed.

If the teacher so desires, a teacher-observer shall be placed on the assessment team. The teacher shall have the option of selecting the teacher-observer. This teacher-observer may be chosen from any school in the District.

If a letter of inadequacy is issued, then, if the Principal and the teacher being assessed cannot agree upon the categorical composition of the assessment team, the Principal may at that time add a third person to the team so that the categories desired by both the Principal and the teacher are represented.

12.2.6 Responsibilities of the Team Leader

The team leader shall have the following responsibilities:

12.2.6.1 Ensure that the assessment process is followed by all members of the assessment team.

12.2.6.2 To inform the Principal, in writing, of any potential problems identified by any member of the assessment team.

12.2.6.3 To provide all assessment materials to the Principal who is responsible for the final Teacher Assessment Form.

12.2.7 Responsibilities of the Assessment Team Members

The Assessment Team Members shall have the following responsibilities:

ARTICLE 12 TEACHER ASSESSMENT (continued)

- 12.2.7.1 To meet as a team with the teacher to be observed to discuss the assessment process; to explain the various forms which will be used during the assessment; and to finalize objectives to be used in the assessment process.
- 12.2.7.2 To make at least two observations during the first semester, each of which will be followed by a conference with the teacher and a written report on the Teacher Observation and Conference Report Form.
- 12.2.7.3 To offer assistance to the teacher in an attempt to improve his or her instruction.
- 12.2.7.4 To participate in the final assessment conference for the completion of the final assessment form.
- 12.2.7.5 To attach a written report if any team member disagrees with any aspect of the report.

12.3 OBSERVATION PROCEDURES AND FORMS

- 12.3.1 All monitoring or observation of the performance of a teacher in fulfilling their objectives shall be conducted openly and with full knowledge of the teacher.
- 12.3.2 Each assessment team member shall make at least two observations before the end of the first semester. The first observation shall be made within the first quarter, unless unusual circumstances make it impracticable.
- 12.3.3 Each team member will complete a Teacher Observation and Conference Report Form following each observation conference.
- 12.3.4 The teacher being observed will sign the completed report to indicate that he or she has read it. His or her signature does not necessarily indicate agreement with the information contained in the report.
- 12.3.5 A copy of the signed observation form will be given to the teacher and to each member of the assessment team.
- 12.3.6 The assessment team may request evidence that specific teacher objectives are satisfactorily completed.
- 12.3.7 The teacher observation and conference report shall be completed and sent to the teacher within ten school days of the observation and prior to the next observation by that observer.

12.4 LETTER OF INADEQUACY

- 12.4.1 If the data collected through the assessment process indicates that a teacher's job performance is inadequate, the Principal or administrative designee will hold a special meeting of the assessment team to discuss whether or not a "letter of inadequacy" should be sent to the teacher.

ARTICLE 12 TEACHER ASSESSMENT (continued)

- 12.4.2 If sufficient cause exists, the Principal or administrative designee may issue a "letter of inadequacy." The teacher will be notified in writing by the end of the 15th teaching week of the school year. The "letter of inadequacy" will specify the teacher's areas of instructional deficiency.
- 12.4.3 A copy of the "letter of inadequacy" shall be submitted to the Personnel Office by the end of the 16th teaching week of the work year.

12.5 PLAN FOR IMPROVEMENT

- 12.5.1 A teacher receiving a "letter of inadequacy" shall meet with the assessment team to jointly develop a specific plan for improvement. The Principal shall schedule such meeting. The plan shall be formulated within ten work days of the teacher's receipt of the "letter of inadequacy."
- 12.5.2 Team members will provide direction and assistance to improve noted weaknesses.
- 12.5.3 The plan for improvement developed by the team and the teacher being assessed will be committed to writing and will incorporate the following:
 - 12.5.3.1 A set of written expectations in an objective format.
 - 12.5.3.2 Time expectations to allow the teacher to reach a satisfactory level of performance.
- 12.5.4 Each member of the assessment team will make at least two more observations to determine the extent to which the plan for improvement has been implemented. After each observation and conference, the observer shall complete and distribute the Teacher Observation and Conference Report Form as described in Article 12.3 above, Observation Procedures and Forms.
- 12.5.5 The teacher shall be given until the end of the 23rd week of the school year to reach a satisfactory level of performance that is acceptable to the team.

12.6 FINAL TEACHER ASSESSMENT FORM

- 12.6.1 The final assessment report should represent the team's consensus, if any, on the teacher's instructional strengths and weaknesses and shall describe any common or special assistance which was given the teacher and the nature and/or frequency of said assistance.

The final assessment form shall contain the following Principal's recommendation: this assessment indicates that the probationary teacher has been recommended for renewal of contract ____; has been recommended for conditional renewal of contract ____; has not been recommended for renewal of contract _____. This assessment indicates that the tenured teacher's assessment: was satisfactory ____; was unsatisfactory and is recommended for continued assessment ____; or was unsatisfactory and the teacher is recommended for dismissal for incompetency ____.

ARTICLE 12 TEACHER ASSESSMENT (continued)

- 12.6.2 The Principal shall be responsible for the final content and completion of the form. The teacher and all team members shall sign the completed form to indicate that they have read it. At this time, any additional statements, reactions, or disagreements to information may be entered in the comments section or with an attached statement.
- 12.6.3 A copy of the signed final teacher-assessment form will be given to each of the following:
 - 12.6.3.1 the teacher being assessed;
 - 12.6.3.2 the Principal;
 - 12.6.3.3 the Personnel Office by the end of the 25th week of the school year with the following exception: When the team recommends and the Principal concurs that the teacher being assessed is doing well, observation and report deadlines may be extended to make more time available where needed. These late assessment reports must be in by the 32nd week and a memorandum recommending reemployment of these teachers must be sent by the Principal to the Personnel Office by the Friday of the 25th week.

12.7 TEACHER ASSESSMENT REVIEW

- 12.7.1 If a teacher has not been recommended for continued employment by his/her principal on the final assessment form, the teacher may make a written request to the Personnel Office for the assessment review. The request for review must be filed within five working days after receiving the final assessment form.
- 12.7.2 The purpose of the assessment review shall be to:
 - 12.7.2.1 Review all documented facts pertaining to the assessment of the teacher.
 - 12.7.2.2 Determine whether or not the assessment was fairly and properly conducted, and
 - 12.7.2.3 Determine whether or not the existing evidence justifies the recommendation not to continue the teacher's employment.
- 12.7.3 The expedited arbitration procedure set forth in Article 7.5 shall be used for all assessment reviews, and to process any alleged grievances involving Article 12.

ARTICLE 12 TEACHER ASSESSMENT (continued)

12.8 TEACHER ASSESSMENT CALENDAR

NOTE: ASSESSMENT CALENDAR BEGINS WITH THE COMMENCEMENT OF THE WORK YEAR.

12.8.1 Within 22 work days:

- 12.8.1.1 Orientation for teachers to be assessed (Article 12.2.1.1)
- 12.8.1.2 Selection of Assessment Team (Articles 12.2.1.1 and 12.2.5)
- 12.8.1.3 Teacher formulates objectives (Article 12.2.2)
- 12.8.1.4 Team meets to go over forms, process, and finalize teacher's objectives (Article 12.2.2.6)

12.8.2 First semester:

- 12.8.2.1 Observations made by team members (Article 12.2.7.2)

12.8.3 Fifteenth week:

- 12.8.3.1 Teachers notified if performance inadequate (Article 12.4)
- 12.8.3.2 Copy submitted to personnel office by 16th week (Article 12.4.3)
- 12.8.3.3 Plan for improvement developed within ten days of notice (Article 12.5)

12.8.4 By end of 23rd week:

- 12.8.4.1 A satisfactory level of performance must be achieved (Article 12.5.5)

12.8.5 By end of 25th week:

- 12.8.5.1 Final teacher assessment form completed and Principal's recommendations regarding results of assessment (Article 12.6)
- 12.8.5.2 Copies of final form and Principal's recommendation provided to teacher and Personnel Office (Article 12.6.3)
- 12.8.5.3 Within five working days after notice of non-renewal, teacher may request assessment review (Article 12.7.1)

12.8.6 By end of 32nd week:

- 12.8.6.1 Late assessment reports due to Personnel Office (Article 12.6.3)

ARTICLE 13
STUDENT DISCIPLINE

- 13.1 The professional staff shall establish a set of general discipline guidelines for each school. Teachers shall be expected to follow these guidelines and to enforce school rules and regulations. A copy of said guidelines shall be provided each teacher in the building by the tenth working day of each new school year. The following procedures are recommended for building adoption.
- 13.1.1 When a student is referred for disciplinary action, the referring teacher shall transmit a memo to the Principal. This memo shall include:
- 13.1.1.1 A brief overview of the student's attitude and behavior and such reasons for such attitude and behavior as are known to the teacher.
- 13.1.1.2 A specific recommendation for discipline.
- 13.1.1.3 An assessment of what the teacher feels the recommended discipline will accomplish.
- 13.1.2 In the event the Principal rejects the teacher's recommendation regarding discipline, upon request the Principal shall set forth in writing his or her specific reasons for rejection and a copy shall be given to the teacher.
- 13.2 The Board recognizes its responsibility to give all reasonable support and assistance so that teachers can maintain control and discipline while engaged in their duties and responsibilities as teachers.
- 13.3 A teacher may temporarily exclude a student from a class when the student's misbehavior or the disruptive effect of a student's conduct makes his presence during the class period intolerable to the learning process in the classroom. A teacher who excludes a student from a classroom will furnish the Principal or his or her designee with this information immediately and details of the situation as promptly as his or her teaching duties allow.
- 13.4 Whenever it appears that a student requires the attention of professional persons other than teachers (such as, but not limited to, counselors, psychologists, social workers, law enforcement personnel, physicians, or other professional persons), a teacher will inform his or her Principal or appropriate member of the administrative staff so that reasonable steps shall be taken to relieve the teacher of responsibility for damage caused by such student.
- 13.5 The parties agree that a teacher carrying out assigned duties and responsibilities, in disciplining students, shall first make an attempt to correct the situation through verbal communication. If

ARTICLE 13 STUDENT DISCIPLINE (continued)

this shall not prove adequate, the teacher may use a restraining force in disciplining students, but not for the purpose of punishment. The parties also agree that a teacher may use reasonable force to repel an assault upon himself or herself or any other person. Any case of assault shall be promptly reported by the Principal to the Superintendent. The Board shall provide all necessary support to a teacher who is subjected to or charged with an assault during the course of his or her duties, providing the teacher was acting in a reasonable manner and his or her actions were justifiable under the law, the Code of Ethics of the Educational Profession, the terms and provisions of this Agreement, and regulations of the Board.

- 13.6 Any teacher who is temporarily totally disabled as a result of any injury arising out of and in the course of his or her employment, shall continue to receive his or her full regular salary and shall not be charged with sick leave for a period of 120 work days from the date of the accident. Benefits payable from the insurance carrier (Workmans Compensation) shall be made directly to El Paso County School District No. 11 during the 120 work day period from the date of the accident and as long as the teacher remains eligible for temporary disability benefits during the 120 work days following the date of the accident.

At the expiration of the above 120 work day period, benefits from the insurance carrier shall be paid directly to the teacher and the District shall start charging sick leave benefits until such time as those benefits are spent at which time the individual will be placed on a disability leave of absence.

- 13.7 Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- 13.8 Whenever possible, an officer of the District rather than a teacher, shall initiate a complaint arising from criminal acts occurring on school property. It shall be the responsibility of any teacher witnessing such acts to provide all information known to the Superintendent.

ARTICLE 14

CLASS SIZE

- 14.1 The parties agree that it is not feasible at this time to set general numerical limitations upon class size because of physical space available, special programs, special student needs, attendance area variances, differences in scheduling systems, busing, and because of other variable causes affecting class size. Nevertheless, the parties shall make exerted and reasonable efforts to maintain class size at reasonable, workable, and educationally effective levels in all situations.
- 14.2 To achieve the above goal, the parties have established the following process to be utilized by any teacher who, in his or her professional judgment, believes that the number of students assigned to that teacher to be educationally improper.

14.2.1 STEP ONE - BUILDING LEVEL

The teacher confers with his or her Principal regarding the problem. In the event that the teacher and Principal are unable to agree upon a mutually acceptable solution within three working days, the teacher or Principal may refer the matter to the appropriate District Class Size Committee.

14.2.2 STEP TWO - DISTRICT LEVEL

14.2.2.1 There shall be two standing District Class Size Committees. One committee shall be comprised of professionals, knowledgeable about elementary class size problems, and one Committee shall be comprised of professionals, knowledgeable about secondary school class size problems. Both committees shall consist of three teachers appointed by the Association President and two administrators appointed by the Superintendent. The teacher and the Principal shall make themselves available to assist the members of the Committee. Each committee will act upon any matter referred to it.

14.2.2.2 Within five working days of referral of a matter to it, the District Class Size Committee shall submit its written report and recommendation(s) to the Superintendent. If the members of the Committee are not able to agree upon the contents of the report or the Committee's recommendation(s), a minority report may be submitted.

14.2.2.3 The Superintendent or the Superintendent's designee shall respond in writing to the report and recommendations of the District Class Size Committee within five days after receipt. The response will set forth those proposed or already

ARTICLE 14 CLASS SIZE (continued)

implemented steps designed to meet the recommendations of the District Class Size Committee. If any recommendation of the committee is not deemed feasible by the Superintendent or designee, the Superintendent or designee will include in his response all reasons why the recommendation will not be implemented. Copies of the response will be distributed to the members of the appropriate Class Size Committee, the Principal, the faculty member involved, and the Association.

14.2.2.4 The Association shall have the right to make such distribution of the Superintendent's or his designee's response as it deems proper.

14.3 Seventy thousand dollars will be budgeted in 1984 and eighty thousand dollars will be budgeted in 1985 to implement the recommendations of the District Class Size Committee which are approved by the Superintendent or designee. Not more than one-third of such amounts will be expended between January 1 and June 30.

ARTICLE 15
SALARY PROVISIONS

15.1 METHOD OF PAYMENT OR DEPOSIT

- 15.1.1 Except as otherwise provided in this Article 15, a teacher shall be paid in 12 monthly installments over the contract year.
- 15.1.2 A teacher may make a written election prior to September 10 to be paid in ten monthly installments for the following contract years. A teacher who has elected to be paid in ten monthly installments will continue to be paid in ten monthly installments for subsequent contract years unless such teacher makes a written election prior to September 10 to be paid in twelve monthly installments for the following contract years.
- 15.1.3 Monies due as additional compensation under Article 17 will be paid with the December and May regular payroll.
- 15.1.4 Teachers who work "approved extra duty days" after the end of the school year but on or before July 14 shall be paid at the per diem rate in effect at the end of the school year. Teachers who work "approved extra duty days" on or after July 15 shall be paid for those days at the per diem rate in effect at the beginning of the next school year.
- 15.1.5 Teachers have the right to participate in group banking programs. Where the Association as an organization contracts with any banking organization on behalf of its members, the Board will provide necessary cooperation. This provision is not to be interpreted to imply the Board in any way endorses or is a party to any such contract. The Association or the participating bank shall reimburse the District for any costs involved.
- 15.1.6 At the option of the teacher, salary installments may be picked up by the Principal or Supervisor and delivered to the employment location or deposited to the local bank or financial institution of his or her choice. The teacher may elect to pick up the check at the Administration Building when delivery to the employment location is not available.

15.2 NON-NEGOTIATED REMUNERATION

No salary, stipend, or other payment in any form shall be paid to any teacher unless such payment shall be provided for in this Agreement. This restriction shall specifically include, among other persons, teachers who, from time to time have been or are assigned quasi- or part-time administrative functions or other functions not covered by this Agreement. The only exception to this restriction shall be as set forth below:

ARTICLE 15 SALARY PROVISIONS (continued)

- 15.2.1 Whenever the faculty, Principal, or other Administrator(s) shall recommend that any teacher be paid any monies in addition to those set forth in this Agreement, a job description, payment schedule and justification shall be developed by the Principal(s) and teacher(s) involved. These documents shall be attached to a request for extra payment and forwarded to the Assistant Superintendent of Personnel Services and the Association President.
- 15.2.2 The Assistant Superintendent of Personnel Services and the President of the Association shall review the above documents and may discuss them with interested persons. If the agreement is reached, the parties shall make an appropriate joint recommendation. If there is not agreement, the request for extra payment shall be refused and the matter referred to the next negotiations.

ARTICLE 16
TEACHER SALARIES

16.1 SCOPE OF THIS SECTION

The compensation of all teachers is set forth in this Article and elsewhere in this Agreement.

16.2 BASE SALARY

16.2.1 The Teachers' Salary Schedule providing for a base salary of \$14,375 effective January 1, 1984 is set forth as Appendix C.

16.2.2 The Teachers' Salary Schedule providing for a base salary of \$15,375 effective January 1, 1985 is set forth as Appendix D.

16.3 EXPERIENCE INCREMENT (VERTICAL STEP)

16.3.1 The experience increment (vertical step) shall be \$736 effective January 1, 1984 and \$787 effective January 1, 1985, but the granting of such experience increments, that is, moving from one step to the next step, shall continue to take place at the beginning of the school year.

16.3.2 The maximum number of vertical steps shall be as follows:

Bachelor Degree.....	10 steps
Bachelor plus 16 hours.....	11 steps
Bachelor plus 32 hours.....	12 steps
Bachelor plus 48 hours or Masters Degree...	15 steps
Master plus 16 hours.....	16 steps
Master plus 32 hours.....	17 steps
Master plus 48 hours.....	18 steps
Master plus 64 hours.....	19 steps
Doctorate.....	19 steps

16.4 EDUCATIONAL INCREMENT (HORIZONTAL STEP)

16.4.1 The educational increment (horizontal step) shall be \$736 effective January 1, 1984, and \$787 effective January 1, 1985.

16.4.2 Each teacher shall receive the educational increment for each 16 credit hours earned above the Bachelor's Degree up to and including Bachelor's plus 48 hours, for each 16 credit hours earned above the Master's Degree up to and including 64 hours, and for a Doctorate. Any credit hours shall be applied to the salary schedule which are:

ARTICLE 16 TEACHER SALARIES (continued)

- 16.4.2.1 Undergraduate course credits that have been given prior approval by the Assistant Superintendent for Personnel or designee.
- 16.4.2.2 Graduate course credits related to the curriculum and staff assignment of the teacher.
- 16.4.2.3 Graduate course credits which enable the teacher to better fulfill his or her duties.
- 16.4.2.4 "Hours" refers to semester hours of credit earned at a college or university or through professional (inservice) education offered by the District. One semester hour of professional credit will be granted for each sixteen hours of regularly scheduled workshop, special class or institute that is satisfactorily completed. A proportionate amount of time will be required for any other amount of credit (in 1/4 semester hour units) to be granted. No more than eight semester hours of professional credit may be earned during any three-year period.
- 16.4.3 Courses previously accepted for advancement on the salary schedule remain acceptable for any horizontal classification, even after an advance degree is earned.
- 16.4.4 Application for horizontal advancement on the salary schedule should be made to the Assistant Superintendent for Personnel on or before September 15, or on or before February 10. Advancement granted in September shall be recognized as a full increment for the year. Advancements granted in February shall be recognized as one-half of the increment until September and a full increment thereafter.

16.5 CAREER INCREMENT

Each teacher shall receive a career increment for each 16 years service with the District effective September 1 of each year. The career increment shall be the same amount as the experience increment.

16.6 TENURE CREDIT

Any teacher employed by the District on January 1, 1984, who thereafter acquires tenure with the District will receive a one-time \$475 payment the following January.

16.7 RECOGNITION OF PREVIOUS EXPERIENCE

Previous teaching experience for new teachers will be granted at the following rate beyond the minimum at each level of preparation: one full increment granted per year of experience up to and including six full years of acceptable teaching experience within the last ten years.

ARTICLE 17

TEACHER STIPENDS

(ADDITIONAL COMPENSATION)

17.1 DEFINITIONS

- 17.1.1 As used in this Article 17, "index" means a percentage of the BA base salary, that is, step 1 of the BA column of the teachers' salary schedule currently in effect, except as otherwise provided in articles 17.6.1 and 17.7.1. All index dollar amounts should be rounded to the nearest dollar except for Article 17.2 which shall be rounded to the nearest cent.
- 17.1.2 As used in this Article 17, the phrase "approved extra duty day(s)" means a day for which a teacher is compensated at the rate of 1/182nd of that teacher's annual salary and which was previously approved in writing by the superintendent or superintendent's designee.

17.2 VOCATIONAL AND HOURLY COMPENSATION

Compensation of teachers being paid by the month, day, hour, or period shall be according to the following schedule:

- 17.2.1 Vocational Office occupation teachers—Business Education, Distributive Education, and other credentialed teachers holding Vocational Credentials who are teaching vocational classes not covered under Trades and Industry shall receive .226% of the BA base per daily period per semester, to be paid in two equal amounts in December and May.
- 17.2.2 Elementary School extracurricular athletic instructors participating in the joint sponsored program between the District and the City Parks and Recreation Department shall be paid by the District .0267% of the BA base per hour.
- 17.2.3 Teachers required to serve as emergency substitutes shall be paid .06774% of the BA base per hour taught.
- 17.2.4 Approved curriculum or instructional work and/or curriculum development assignment outside of school hours. Compensation must be approved by the Superintendent or his designee, and approval must be given prior to the assignment. Compensation for such assignments shall be .06158% of the BA base per hour.
- 17.2.5 Adult Education teachers and Summer School teachers shall be compensated at the rate of .06979% of the BA base per hour.
- 17.2.6 Teachers of homebound children shall be compensated at the rate of .08211% of the BA base per hour.

ARTICLE 17 TEACHER STIPENDS (ADDITIONAL COMPENSATION) (continued)

17.3 DEPARTMENT CHAIRPERSONS

- 17.3.1 Senior High Department Chairperson - The following Department Chairperson shall be assigned four additional work days. Compensation shall be 5.5% index per year for departments with eight full time equivalent teachers or less; 6.4% index per year for departments in the excess of eight teachers.

Business Education	Mathematics
English	Physical Education
Foreign Language	Science
Industrial Arts	Social Studies

- 17.3.2 Junior High Department Chairperson - The following Department Chairperson shall be assigned two additional work days. Compensation shall be 5.5% index per year for departments with eight full time equivalent teachers or less; 6.4% index per year for departments in the excess of eight teachers.

English	Science
Mathematics	Social Studies

- 17.3.3 Department chairpersons shall receive mileage at the current District rate for attending District meetings.

- 17.3.4 If a secondary school requires a department chairperson, then during the first year that a teacher fills such position, the teacher will be guaranteed at least one released period each school day to fulfill the duties and responsibilities of the position. During the second year that the teacher is filling that position, the teacher shall have the option to teach during such released period.

17.4 DEPARTMENT REPRESENTATIVES/LIBRARIANS

- 17.4.1 Senior High Department Representative - Department Representatives shall be assigned one additional work day and shall be compensated for their duties and responsibilities to the amount of 1.7% index per year.

Art	Music
Health Education	Special Education
Homemaking	

- 17.4.2 Junior High Department Representative - Department Representatives shall be assigned one additional work day and shall be compensated for their duties and responsibilities to the amount of 1.7% index per year.

Art	Industrial Arts
Business Education	Music
Foreign Language	Physical Education
Health Education	Special Education
Homemaking	

- 17.4.3 Department representatives shall receive mileage at the current District rate for attending District meetings.

- 17.4.4 Librarians shall be compensated at the rate of 1/182 of their regular salary for each "approved extra duty day."

ARTICLE 17 TEACHER STIPENDS (ADDITIONAL COMPENSATION) (continued)

17.5 FINE ARTS

- 17.5.1 Senior High - Annual compensation for teachers engaged in the following Fine Arts activities shall be according to the schedule listed below:

<u>INDEX OF BA BASE</u>	
Art Production	1.30%
Auditorium Manager	3.70%
Auditorium Assistant Manager	1.08%
Band Director	10.40%
Dramatics	5.70%
Forensics	4.80% each semester
Vocal Music	7.00% or 10.40% *

*The determination as to whether the compensation is 7.00% or 10.40% shall be made by the District's supervisor of vocal music following consultation with the teacher and principal involved. Such determination shall be based upon the activities and responsibilities of the vocal music teacher in comparison with those of band directors.

- 17.5.2 Junior High - Compensation for teachers engaged in the following Fine Arts activities shall be according to the schedule listed below:

<u>INDEX OF BA BASE</u>	
Band Director	3.05% (Annually)
Orchestra	1.50% (Annually)
Vocal Music	3.05% (Annually)

- 17.5.3 Elementary Music - .4% index of BA base per performance after school hours, with a maximum of two performances per school per school year.

17.6 SENIOR HIGH ATHLETICS

- 17.6.1 Teachers shall be compensated for the senior high school athletics assignments described in article 17.6.3 below as follows: the minimum stipend shall be computed by multiplying the percentage stated for the applicable assignment by the annual salary set forth in step 1 of the BA column of the teachers' salary schedule. The teachers' salary schedule, in effect on September 1 of any given school year, shall be used to compute the stipend for the fall semester, and the schedule in effect on January 1 of such school year shall be used to compute the stipend for the Spring semester. For each additional season of experience in filling that particular assignment, a teacher shall be entitled to an increase in the stipend computed by multiplying the percentage stated for such assignment by the annual salary set forth on the next-following step of the BA column of the teachers' salary schedule, up to and including step 11.

- 17.6.2 Experience Credit shall be recognized as follows:

- 17.6.2.1 Coaching experience in School District No. 11 only will be recognized.

ARTICLE 17 TEACHER STIPENDS (ADDITIONAL COMPENSATION) (continued)

17.6.2.2 Experience in one sport will not apply as experience in another sport.

17.6.2.3 When a District No. 11 Junior High Coach is made a Senior High Coach, his experience at the Junior High level in that particular sport will count at follows: each year of experience in that sport will be counted as 1/2 year for the purposes of placement on the Senior High Coaches salary schedule.

17.6.2.4 In the event that a Junior High Coach becomes a Senior High Coach, his experience at the Junior High level in that particular sport would apply at a ratio of two to one.

17.6.2.5 Should the granting of experience credit result in a 1/2 year credit, compensation shall be computed on the appropriate step of the B.A. Teacher Salary Schedule according to Article 17.6.1 plus 50% of the current vertical increment.

17.6.3 Compensation Schedule for Senior High Athletics shall be as follows:

<u>SPORT</u>	<u>INDEX OF</u>	
	<u>BA</u>	<u>BASE</u>
Baseball - Head Coach	8.7%	
Assistant	6.4%	
Basketball - Head Coach	10.6%	
Assistant	7.4%	
Cross Country	6.1%	
Football - Head Coach	10.6%	
1st Assistant	7.4%	
"A" Assistant	7.0%	
Head "B" Coach	6.5%	
"B" Assistant	6.1%	
"C" Coach	6.1%	
Equipment	2.5%	
Golf	5.4%	
Gymnastics	8.6%	
Hockey	8.6%	
Intramurals	5.8%	
Soccer	8.4%	
Swimming - Head Coach	8.2%	
Assistant	6.1%	
Tennis	6.4%	
Track - Head Coach	9.1%	
Assistant	6.7%	
Volleyball - Head Coach	8.2%	
Assistant	6.1%	
Weight Supervision	2.7%	
Wrestling - Head Coach	9.1%	
Assistant	6.7%	

17.6.4 Coaching Schools - The District will provide to each Senior High Athletic Department the sum of \$200 for members to attend coaching schools.

ARTICLE 17 TEACHER STIPENDS (ADDITIONAL COMPENSATION) (continued)

17.7 JUNIOR HIGH ATHLETICS

17.7.1 Teachers shall be compensated for the Junior High School athletics assignments described in Article 17.7.3 below as follows: the minimum stipend shall be computed by multiplying the percentage stated for the applicable assignment by the annual salary set forth in step 1 of the BA column of the teachers' salary schedule. The teachers' salary schedule in effect on September 1 of any given school year shall be used to compute the stipend for the Fall semester, and the schedule in effect on January 1 of such school year shall be used to compute the stipend for the Spring semester. For each additional season of experience in filling that particular assignment, a teacher shall be entitled to an increase in the stipend computed by multiplying the percentage stated for such assignment by the annual salary set forth on the next-following step of the BA column of the teachers' salary schedule, up to and including step 11.

17.7.2 Experience Credit shall be recognized as follows:

17.7.2.1 Coaching experience in School District No. 11 only will be recognized.

17.7.2.2 Experience in one sport will not apply as experience in another sport.

17.7.2.3 When a District No. 11 Senior High Coach is made a Junior High Coach, his experience at the Senior High level in that particular sport will count as follows: each year of experience in that sport will be counted at 1/2 year for the purposes of placement on the Junior High Coaches Salary Schedule.

17.7.2.4 Should the granting of experience credit result in a 1/2 year credit, compensation shall be computed on the appropriate step of the B.A. Teacher Salary Schedule according to Article 17.7.1 plus 50% of the current vertical increment.

17.7.3 Compensation for Junior High Athletics shall be as follows:

<u>SPORT</u>	<u>INDEX OF BA BASE</u>
Basketball - 8th Grade	5.1%
9th Grade	5.1%
Gymnastics	5.1%
Intramurals	8.0% (No annual Increment)
Track - Head Coach	5.1%
Assistant	5.1%
Volleyball - Head Coach	5.1%
Assistant	5.1%
Wrestling - Head Coach	5.1%
Assistant	5.1%

ARTICLE 17 TEACHER STIPENDS (ADDITIONAL COMPENSATION) (continued)

17.8 JUNIOR HIGH EDUCATIONAL MEDIA COORDINATORS

Compensation for the duties and responsibilities of the Educational Media Coordinator shall be 1.2% index of the BA base per year. In addition, the Educational Media Coordinator shall be paid at 1/182 of his or her annual salary for each "approved extra duty day."

17.9 SENIOR HIGH TEACHERS ASSIGNED TO SPECIAL PROGRAMS OR ACTIVITIES

17.9.1 Teachers assigned to special programs and activities shall be compensated for their duties and responsibilities according to the following schedule:

INDEX OF BA BASE

Athletic Director	9.9%, including 5 additional work days
Business Manager	14.0%, including 5 additional work days
Combination Athletic Director/ Business Manager	20.5%, including 9 additional work days
Planetarian Curator	5.5%
Planetarian Assistant Curator	2.5%, including 4 additional work days
Program Coordinator	6.0%, including 4 additional work days
Student Organization Advisor	10.4%, including 4 additional work days

17.9.2 The Business Manager, Planetarium Curator, Athletic Director, and Program Coordinator will be paid mileage for the use of his or her personal automobile in school business at the current District rate. In addition, the Business Manager and Program Coordinator shall be paid at 1/182 of his or her annual salary for each "approved extra duty day" which is in addition to the additional days described in Article 17.9.1 above.

17.10 SENIOR HIGH SPONSORS OF CLUBS AND ACTIVITIES

The various clubs and activities listed under this Paragraph have been grouped into three main categories. The compensation schedules for each of these categories varies according to the duties and responsibilities associated with the activity, club, or committee.

17.10.1 Teachers shall be compensated for their duties and responsibilities as sponsors for the clubs and activities listed according to the schedule listed below:

INDEX OF BA BASE

Bowling Club	1.0%
Chess Club	1.0%
Cultural Clubs	1.0% per club
DECA	2.5%
French Club	1.0%
Future Business Leaders of America	2.5%
Future Teachers of America	1.0%
German Club	1.0%
HERO	2.5%
Honor Guard	1.0%
International Relations Club	1.0%
Latin Club	1.0%

ARTICLE 17 TEACHER STIPENDS (ADDITIONAL COMPENSATION) (continued)

	<u>INDEX OF BA BASE</u>
Letterman Club	1.0%
Literary Guild	1.0%
Math Club	1.0%
National Honor Society	1.0%
Newsletter	1.0%
Photography - Newspaper & Annual	1.6%
Pre-Med Club	1.0%
Spanish Club	1.0%
VICA	2.5%

- 17.10.2 Teachers shall be compensated for their duties and responsibilities as sponsors for the clubs and activities listed according to the schedule listed below:

	<u>INDEX OF BA BASE</u>
Cheerleaders A Squad	2.1%
Cheerleaders B Squad	1.5%
Drill Team	2.1%
Newspaper	2.5%
Pep Club	2.1%
Pom-Pom's	2.1%
Yearbook	4.1%

- 17.10.3 Teachers serving as committee sponsors shall be compensated for these duties and responsibilities according to the following schedule:

	<u>INDEX OF BA BASE</u>
Academic Affairs	1.0%
Assemblies	1.0%
Class Sponsors	2.0% per class
Inter-Club Council	1.0%
Morale Committee	1.5%
Publicity	1.0%
Social Committee	2.1%
Student Affairs	1.0%

17.11 TEACHER COUNSELORS

Teacher-counselors shall be placed on the same salary schedule as full-time teachers. They shall be compensated at the rate of 1/182 of their regular salary for each "approved extra duty day" they are assigned in addition to the teachers' regular work year.

17.12 SCIENCE FAIR DIRECTORS

Elementary	4.0% of BA Base
District	4.0% of BA Base

17.13 HEAD MEDIA SPECIALIST 4.0% of BA Base

17.14 FILLING OF STIPENDED POSITIONS

Stipended positions listed in Articles 17.5 through 17.10 normally will be filled with the staff in the building where the stipend is in effect. If this is not possible, the stipend position will be posted for one week in all buildings to seek interested applicants.

ARTICLE 18

TEACHER INSURANCE BENEFITS

The District agrees to furnish teachers under contract with the District the following insurance protection during the period of this agreement:

- 18.1 The District shall provide for the teacher a partial payment of 75% of the premium for life insurance protection. The payment of benefits will be in accordance to the provisions of the policy. If dependent coverage is desired, the employee must pay the total premium.
- 18.2 The District will provide for the teacher a partial payment of the premium for health insurance coverage. The payment of benefits will be in accordance to the provisions of the policy. The distribution of premium rates will be 3/4 by the District and 1/4 by the teacher for each category of coverage except optional sponsored dependents which will be the total responsibility of the employee. The program will provide for the following four-rate structure: Individual; Family Unit (one employee); Family Unit (two employees and children); and Two Employees (no children).
 - 18.2.1 All employees are required to carry health insurance; however, since the health care plan does not provide double coverage, and if an employee is covered under another group plan, he or she shall be allowed to waive the health insurance coverage on the following basis:
 - 18.2.1.1 The spouse is in the military service and has full medical care.
 - 18.2.1.2 The spouse provides group health insurance coverage for the employee through his or her employer, where payroll deduction for premium is in effect and/or the employer or union makes a contribution toward the premium.
- 18.3 The District will provide for the teacher a partial payment of 75% of the premium for long term disability insurance. The payment of benefits will be in accordance with the provisions of the said policy.
- 18.4 Personal liability insurance coverage in an amount of at least \$1 million per teacher shall be provided by the District for all teachers for all hazards; including false arrest, detention and imprisonment, malicious prosecution, libel, slander, defamation of character, invasion of privacy, wrongful eviction or wrongful entry, and allied perils, while teachers are acting within the scope of their assigned duties and responsibilities.
- 18.5 Teachers on leave of absence other than sabbatical shall have the privilege of continued group health, life, dental, and vision insurance coverages described in this Article at the teacher's own expense and shall pay the full premium. A teacher who returns to active employment immediately after such leave, upon request will receive reimbursement for the District's share of the premium paid by the teacher up to a limitation of the first 12 months' premiums paid during the period of the leave subject to the following conditions:

ARTICLE 18 TEACHER INSURANCE BENEFITS (continued)

- 18.5.1 The teacher will receive up to six months' reimbursement at the close of a semester on the completion of one semester of active teaching following the leave of absence.
- 18.6 The District will reimburse the teacher for damages to his person or personal property incurred in an assault upon the teacher or his personal property resulting from a job related duty or responsibility. This reimbursement shall be limited to a maximum of \$150 per incident and shall be for those actual damages not covered by insurance.
- 18.7 Rates and benefits are subject to change following negotiations between the parties and commercial insurance carriers.
- 18.8 The District will contribute \$9.00 per month per teacher toward a mutually agreed-upon dental/vision plan.
- 18.9 Both parties agree to refer the matter of retired teachers life insurance to the insurance committee for study and recommendations.

ARTICLE 19

RETIREMENT

- 19.1 All teachers who have reached the "age in years" set forth below with the "minimum years of teaching service" in the District as set forth below may elect to participate in the voluntary retirement incentive program. A teacher electing to participate in this program shall receive retirement incentive pay calculated by multiplying the teacher's current annual salary (not including stipends paid under Article 17) at the date of retirement times the specific percentage which corresponds to the age and experience of the teacher at the date of retirement.

<u>Minimum Years of District Experience</u>	<u>Age</u>	<u>Percentage</u>
24	46	120%
23	47	120%
22	48	120%
21	49	120%
20	50	120%
19	51	120%
18	52	120%
17	53	120%
16	54	120%
15	55	120%
15	56	100%
15	57	90%
15	58	80%
15	59	70%
15	60	60%
15	61	50%
15	62	40%
15	63	30%
15	64	20%
15	65	10%
15	66 - Older	0%

- 19.2 Teachers at age 55 or older are eligible for partial benefits after completing ten years of service in the District but less than 15 years. The benefits shall be prorated on the following basis: The years of service divided by 15, multiplied by retirement incentive pay as provided in Article 19.1, i.e., 10/15 multiplied by the amount of the retirement incentive pay.
- 19.3 All teachers electing retirement shall be reimbursed for unused accrued sick leave. This reimbursement shall be computed by multiplying the number of days of unused accrued sick leave by 75% of the per diem rate of the B. A. minimum teacher salary in effect at the time of the retirement. The payment for unused accrued sick leave shall be a part of the total retirement payment.

ARTICLE 19 RETIREMENT (continued)

- 19.4 The teacher may elect one of the following options for total retirement payment under the retirement plan:
- 19.4.1 The amount shall be paid in three equal annual installments. Payments shall begin on the first work day of January following the date of retirement. All subsequent annual installments shall be paid on the first work day in January until all installments have been paid.
- 19.4.2 The amount shall be paid in 36 equal monthly installments. Payments shall begin on the first work day of January following the date of retirement and monthly thereafter until all installments have been paid.
- 19.5 In the event of the retired teacher's death in the period between the date of his/her retirement and prior to receipt of the full amount of his/her retirement incentive pay the District shall pay in one lump sum, 100% of any remaining amount to the retired teacher's estate or designated beneficiary.
- 19.6 Teachers may retire at the end of the school year only. The District may, in its sole discretion, permit retirement at other times.
- 19.7 Notice of intent to elect retirement under these provisions shall be made in writing to the Office of Personnel not later than April 1. This requirement may be waived at the sole discretion of the District.
- 19.8 The teacher shall be responsible for providing the Office of Personnel with his/her current address.
- 19.9 A year of service shall be defined as regular, full-time employment in the District. Teachers contracted for half-time (i.e., one-half the work day or one-half the work year) shall receive one-half year service credit for each one-half year completed.
- 19.10 Retirement age shall be the age of the teacher as of the last day of the school year.
- 19.11 A teacher is not eligible to participate in this program if dismissal charges against the teacher have been filed with the Board pursuant to the Tenure Act.
- 19.12 A teacher who has participated in this program and who subsequently is reemployed by the District must repay the total amount of retirement incentive pay received under this Article as a condition for reemployment. For the purposes of this Article 19.13, substitute teaching in the District does not constitute reemployment by the District.
- 19.13 A teacher who has elected to participate in this retirement program may continue to participate in the District's group health insurance plan upon retirement. The District will contribute to the retired teacher's premiums for such plan on the same basis as regularly employed teachers for a period of 24 months following the date on which the retirement becomes effective.

ARTICLE 20

LAYOFF AND RECALL

- 20.1 In the event of a need to reduce the teaching staff beyond normal attrition due to a decrease in student enrollment, reductions in program, building closures, or shortage of revenue, the Board of Education shall notify the Association prior to April 20 that it is contemplating a reduction in force.
- 20.2 The following procedures will occur prior to the official action by the Board of Education to lay off teachers.
- 20.2.1 On or before April 20 prior to the school year in which a reduction is contemplated, the Board of Education and the Association shall receive identical facts and figures prepared by the administrative staff to explain the need for recommended reductions.
- 20.2.2 The Board will have a public meeting at least ten calendar days prior to any official action. The Association shall be notified at least ten calendar days prior to the public meeting as to the number of teaching positions contemplated for staff reduction. Said notification shall identify the number of teaching positions to be reduced within each level (i.e., elementary or secondary) and/or "subject area." The parties agree that "subject area" shall include the following: English, Foreign Language, Mathematics, Social Studies, Science, Business Education, Practical Arts (Music, Art, and Home Economics), Industrial Arts, Physical Education, Library Sciences, and Special Education.
- 20.3 The Board agrees not to lay off teachers with valid contracts during the school year. Reductions will take effect at the start of the following school year. Teachers subject to layoff shall retain their fringe benefits and salary over the summer months as provided in this Agreement or in individual employment contracts. Previously agreed to stipends shall remain in force through the individual contract year.
- 20.4 Seniority
- 20.4.1 At the time of the writing of this provision, the Colorado Tenure Act does not clearly define administrative seniority for purposes of layoff. The parties have agreed to each include their respective definitions as follows:
- 20.4.1.1 The Association defines seniority for the purpose of layoff as the year(s) accrued in the bargaining unit as of the first day of work.
- 20.4.1.2 The Board defines seniority for the purpose of layoff as the year(s) accrued in the District as of the first day of work.

ARTICLE 20 LAYOFF AND RECALL (continued)

It is hereby agreed to the extent any statute in Colorado or a court of competent jurisdiction upholds the definition of either party as stated above, said statute or court decision shall prevail.

- 20.4.2 In the circumstances of more than one individual beginning work on the same date, those individuals will participate in a drawing to determine position on the seniority list. This process will be repeated for each effective date of employment as necessary. The Association and teachers so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.
- 20.4.3 A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for cause.
- 20.4.4 Seniority shall accrue for teachers on various forms of leave as determined by the Master Agreement.
- 20.4.5 The Board shall provide the Association with one copy of each seniority list by March 1, 1981. Each succeeding school year, a list will be provided by October 1 and March 1. Any objection to the seniority list shall be reported to the Assistant Superintendent of Personnel within 15 work days of the date received by the Association or the list shall stand approved as listed.
- 20.5 The order of reduction-in-force will be as follows:
 - 20.5.1 Teachers with Letters of Authorization or Provisional Certificates.
 - 20.5.2 First year probationary teachers shall be laid off in order of seniority in their area(s) of certificate endorsement.
 - 20.5.3 Second year probationary teachers shall be laid off in order of seniority in the area(s) of certificate endorsement.
 - 20.5.4 Third year probationary teachers in order of seniority in their area(s) of certificate endorsement.
 - 20.5.5 Tenure teachers in order of seniority in their area(s) of certificate endorsement.
 - 20.5.6 Those teachers endorsed in more than one area shall receive seniority consideration in each area.
 - 20.5.7 All teachers who have been assigned outside of their area of certificate endorsement prior to the 1981-82 school year shall receive seniority credit in their area(s) of teaching experience. The Board shall notify any teacher hired after the date of ratification that seniority credit for layoff purposes will accrue only in the endorsement area(s). Seniority will begin accruing in other area(s) when certificate endorsement is achieved.

ARTICLE 20 LAYOFF AND RECALL (continued)

20.5.8 The percentage of minority teachers and the ratio of men and women on the teaching staff will be maintained during layoff at the same rate as that immediately preceding layoff. The procedure to be followed in implementing Article 20.5.8 shall be:

20.5.8.1 The respective percentages of minority teachers and of male and female teachers employed by the District shall be determined prior to any layoffs.

20.5.8.2 Then, without regard to their minority status or sex, the teachers described in Article 20.5.1 above shall be laid off.

20.5.8.3 Then, probationary teachers described in Articles 20.5.2, 20.5.3, and 20.5.4 above shall be laid off; however, if layoff of the next senior teacher would result in a decrease in respective percentages so determined, such teacher shall be bypassed in order to maintain such percentages.

20.5.8.4 Then, in accordance with Colorado Revised Statutes, Section 22-63-112(3), all probationary teachers, within area(s) of certificate endorsement without regard to their minority status or sex, shall be laid off before tenured teachers.

20.5.8.5 Then, tenured teachers shall be laid off; however, if laying off the next senior teacher would result in a decrease in their respective percentages so determined, such teacher shall be bypassed in order to maintain such percentages.

20.6 The Board of Education shall give notice of layoffs on or before the second Friday of May. Each teacher involved and the Association shall be provided a copy of this notice.

20.7 A teacher who is laid off shall be appointed to the first vacancy in the school district for which he/she is certified or has had previous teaching experience as covered in Article 20.5.7 above. Recall will be in the reverse order from the order of layoff.

20.7.1 Written notice of recall will be sent to said teacher at his/her last known address by certified letter using restricted delivery service with delivery receipt requested. It will be the responsibility of each teacher to notify the Office of Personnel Services of any change in address. A copy of said notice shall be sent to the Association. The teacher receiving such notice shall reply within ten calendar days of receipt of said notice.

ARTICLE 20 LAYOFF AND RECALL (continued)

20.7.2 A teacher's name shall be removed from the recall list for the following reasons:

20.7.2.1 No reply to the recall notice within ten calendar days of receipt of notice.

20.7.2.2 No longer at the last known address.

20.7.2.3 Refusal to accept recall to two different positions offered at separate times.

20.7.3 All benefits (including, but not limited to insurance, accumulated sick days, placement on the salary schedule) accrued by the teacher before layoff shall be restored in full.

20.8 No new teacher shall be employed by the Board if laid off teachers remain on the recall list unless:

20.8.1 There is no one certified or eligible by reason of Article 20.5.7 to fill the vacancy (vacancies).

20.8.2 All teachers, who are either certified or covered by Article 20.5.7, notified of the position, have refused it.

ARTICLE 21

TERM OF AGREEMENT

The provisions of this Agreement and all appendices shall be effective as of January 1, 1984, and shall remain and continue in full force and effect through December 31, 1985.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 14TH DAY OF DECEMBER, 1983.

ATTEST:

James A Stone
Secretary

School District No. 11 in the County
of El Paso, and the State of Colorado

By John D. Carey
President

ATTEST:

James Valerio
Secretary

Colorado Springs Teachers' Association

By Prunth Porter
President

APPENDIX A

DEFINITIONS

THE FOLLOWING ARE THE AGREED UPON DEFINITIONS TO BE USED IN REFERENCE TO THE MASTER AGREEMENT BETWEEN THE COLORADO SPRINGS TEACHERS ASSOCIATION AND THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 11, COLORADO SPRINGS, COLORADO.

1. ARBITRATION or FACT-FINDING as used in this Agreement are interchangeable and shall be advisory only.
2. The term ASSOCIATION as used in this agreement shall mean the Colorado Springs Teachers Association. Wherever the term ASSOCIATION is used, it is understood that the President of the Association or his designee acts for the Association.
3. The term ASSOCIATION REPRESENTATIVE shall mean any Association Faculty Representative or other person appointed or approved by the Association to act on behalf of any teacher in a specific instance.
4. The term BOARD as used in this Agreement shall mean the Board of Education of School District No. 11, County of El Paso, State of Colorado.
5. The term BUDGET YEAR shall mean the period from any January 1 to January 1 of the following year.
6. The term DAYS shall mean calendar days unless otherwise identified.
7. The term DISTRICT shall mean the School District No. 11, County of El Paso, State of Colorado.
8. The term EMPLOYMENT shall mean that period during which a teacher is under contract to the Board of Education, including such periods of leave as may have been authorized by the Board, and such periods in excess of the school calendar as are indicated under "Teacher Stipends" or "Additional Compensation."
9. The term PRINCIPAL shall mean any building administrator or the administrator of any work location or functional division.
10. The term PROBATIONARY TEACHER shall mean a teacher who has not achieved tenure under the provisions of Colorado Revised Statutes, Section 22-63-101 and following.

DEFINITIONS (continued)

11. The terms PROFESSIONAL (INSERVICE) EDUCATION CREDIT shall refer to those credits granted in recognition of professional study carried on under the auspices of the District. "Professional credit" will apply as accumulated hours on the salary schedule, but will not apply as college credit towards an advanced degree.
12. The term REASSIGNMENT shall refer to a change in a teacher's instructional assignment which does not require the teacher to transfer.
13. The term SCHOOL shall include any work location or functional division to which a teacher is assigned.
14. The term SCHOOL CALENDAR shall mean those days during which a teacher may be required to perform assigned duties without compensation additional to that shown in Article 16, Teacher Salaries.
15. The term SCHOOL DAY shall mean the hours during which a teacher may be required by the terms of this Agreement to be present at a given building or location.
16. The term SCHOOL YEAR shall mean the 184 work days for teachers beginning their first year of employment and 182 days for all other teachers as shown in the School Calendar and set forth in Article 11, Teaching Conditions.
17. The term STIPENDS shall refer to all remuneration paid a teacher in addition to the regular contract salary, for extra work performed for the District. All such extra work is voluntarily accepted by teachers and payment shall be as is or may be set forth in Article 17, Teacher Stipends (Additional Compensation).
18. The term SUPERINTENDENT shall mean the Superintendent of Schools of School District No. 11, El Paso County, Colorado, or his personal designee.
19. The term TEACHER shall mean those persons represented by the Association. Wherever the singular is used the plural may also be understood.
20. The term TRANSFER shall refer to a change in a teacher's instructional assignment which requires the teacher to move from one building within the District to another building within the District.
21. The term WORK DAYS shall mean those days during which the Central Administrative offices of the District are open for business.
22. The term VACANCY shall refer to an unoccupied permanent teaching position.

APPENDIX B

January 20, 1976

Adjustments in the Kindergarten Program as a result of changes effective January 19, 1976:

1. Until the end of the 1975-76 school year, every effort will be made to retain the same basic pattern for kindergarten sessions, although shortened to the two and one-half hour time block. For that period of time all kindergarten teachers will retain the same students in their assigned sections in the existing facilities. Any variations from this pattern must be approved by the Division of Instructional Services.
2. Any unexpended funds from those which are determined for each session of kindergarten for the 1975-76 school year will remain available until the end of the 1975-76 school year.
3. The kindergarten teachers in each building and their building principal will jointly plan together for the implementation of the reduced program.
4. All supportive services will be made available to the kindergarten teacher and students on the same basis as they are available for teachers and students, grades one through six, in that same building. Such services include, but are not limited to, hearing tests, speech correction, EH, field trips, testing services, etc.

TEACHERS' SALARY SCHEDULE
Effective January 1, 1984

A TEACHER'S SALARY WILL BE DETERMINED
BY ONE OF THE OCCUPIED CELLS.

Step	BA	BA + 16	BA + 32	MA or BA + 48	MA + 16	MA + 32	MA + 48	MA + 64	Doctorate	Step
1	14,375	15,111	15,847	16,583	17,319	18,055	18,791	19,527	20,263	1
2	15,111	15,847	16,583	17,319	18,055	18,791	19,527	20,263	20,999	2
3	15,847	16,583	17,319	18,055	18,791	19,527	20,263	20,999	21,735	3
4	16,583	17,319	18,055	18,791	19,527	20,263	20,999	21,735	22,471	4
5	17,319	18,055	18,791	19,527	20,263	20,999	21,735	22,471	23,207	5
6	18,055	18,791	19,527	20,263	20,999	21,735	22,471	23,207	23,943	6
7	18,791	19,527	20,263	20,999	21,735	22,471	23,207	23,943	24,679	7
8	19,527	20,263	20,999	21,735	22,471	23,207	23,943	24,679	25,415	8
9	20,263	20,999	21,735	22,471	23,207	23,943	24,679	25,415	26,151	9
10	20,999	21,735	22,471	23,207	23,943	24,679	25,415	26,151	26,887	10
11	21,735	22,471	23,207	23,943	24,679	25,415	26,151	26,887	27,623	11
12		23,207	23,943	24,679	25,415	26,151	26,887	27,623	28,359	12
13			24,679	25,415	26,151	26,887	27,623	28,359	29,095	13
14				26,151	26,887	27,623	28,359	29,095	29,831	14
15					27,623	28,359	29,095	29,831	30,567	15
16						29,095	29,831	30,567	31,303	16
17							30,567	31,303	32,039	17
18								32,039	32,775	18
19									33,511	19
20									34,247	20

BA Minimum Salary	\$14,375
Vertical Step	\$ 736
Horizontal Step	\$ 736
16 Year Service Increment	\$ 736

A Base Step Column
B In-between Column

APPENDIX C
SALARY SCHEDULE
EFFECTIVE JANUARY 1, 1984

TEACHERS' SALARY SCHEDULE
Effective January 1, 1985

A TEACHER'S SALARY WILL BE DETERMINED
BY ONE OF THE OCCUPIED CELLS.

Step	BA	BA + 16	BA + 32	MA or BA + 48	MA + 16	MA + 32	MA + 48	MA + 64	Doctorate	Step
1	15,375	16,162	16,949	17,736	18,523	19,310	20,097	20,884	21,671	1
2	16,162	16,949	17,736	18,523	19,310	20,097	20,884	21,671	22,458	2
3	16,949	17,736	18,523	19,310	20,097	20,884	21,671	22,458	23,245	3
4	17,736	18,523	19,310	20,097	20,884	21,671	22,458	23,245	24,032	4
5	18,523	19,310	20,097	20,884	21,671	22,458	23,245	24,032	24,819	5
6	19,310	20,097	20,884	21,671	22,458	23,245	24,032	24,819	25,606	6
7	20,097	20,884	21,671	22,458	23,245	24,032	24,819	25,606	26,393	7
8	20,884	21,671	22,458	23,245	24,032	24,819	25,606	26,393	27,180	8
9	21,671	22,458	23,245	24,032	24,819	25,606	26,393	27,180	27,967	9
10	22,458	23,245	24,032	24,819	25,606	26,393	27,180	27,967	28,754	10
11	23,245	24,032	24,819	25,606	26,393	27,180	27,967	28,754	29,541	11
12		24,819	25,606	26,393	27,180	27,967	28,754	29,541	30,328	12
13			26,393	27,180	27,967	28,754	29,541	30,328	31,115	13
14				27,967	28,754	29,541	30,328	31,115	31,902	14
15					28,754	29,541	30,328	31,115	31,902	15
16						29,541	30,328	31,115	31,902	16
17							30,328	31,115	31,902	17
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APPENDIX D
SALARY SCHEDULE
EFFECTIVE JANUARY 1, 1985

BA Minimum Salary	\$15,375
Vertical Step	\$ 787
Horizontal Step	\$ 787
16 Year Service Increment	\$ 787

A Base Step Column
B In-between Column

34,263	35,050	35,837	36,624	37,411
34,657	35,444	36,231	37,018	37,805

MASTER AGREEMENT

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